DOCUMENT RESUME

ED 296 744 JC 870 504

TITLE	Selected Collective Bargaining Agreements of Northern California Two-Year Colleges.
INSTITUTION	National Education Association, Washington, D.C.
PUB DATE	[87]
NOTE	1,363p.
PUB TYPE	Legal/Legislative/Regulatory Materials (090)
EDRS PRICE	MF11/PC55 Plus Postage.
DESCRIPTORS	*Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Department Heads; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions
IDENTIFIERS	*California (North); National Education Association; *NEA Contracts

ABSTRACT

Collective bargaining agreements between 15 selected community college districts in northern California and their faculty associations are presented, representing contracts in effect in 1987. Contracts for the following colleges and districts are included: Butte Community College District, Cabrillo Community College District, College of the Redwoods, the Contra Costa Community College District, Hartnell Community College District, the Los Rios Community College District, Merced Community College District, Monterey Pennisula Community College District, the Peralta Community College District, San Joaquin Delta Community College District, the San Jose Community College District, Sierra Community College District, Solano Community College, the State Center Community College District, and the West Valley Community College District. With some variation among the agreements in content and detail, the following topics are dealt with: unit recognition; management rights and responsibilities; teaching load and on-campus responsibilities; personnel files; fringe benefits; salaries; paid and unpaid leaves of absence; academic freedom; faculty evaluation; retirement; grievance procedures; college governance; reduction in workforce; separability; no strikes or lockouts; and the scope, effect, and term of the agreement. Selected agreements also cover such topics as nondiscrimination, college-related travel/conferences, and safety precautions. Salary schedules are included in the agreements. (MDB)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS OF NORTHERN CALIFORNIA TWO-YEAR COLLEGES.

Collected by:

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AGREEMENT

BETWEEN

THE BUTTE COMMUNITY COLLEGE DISTRICT

AND

THE BUTTE COLLEGE EDUCATION ASSOCIATION
CTA/NEA

July 1, 1985 to June 30, 1988

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ARTICLE I

AGREEMENT AND RECOGNITION

1.1 The articles and provisions contained herein constitute a bilateral and binding Agreement (which shall hereafter be referred to as "Agreement") by and between the Board of Trustees of the Butte Community College District (which shall hereafter be referred to as "Board" or "District") and the Butte College Education Association, CTA/NEA, its agents or representatives (which shall hereafter be referred to as "Association"), an employee organization.

1.2 This Agreement is entered into pursuant to The Rodda Act, Sections 3540 et seq. of the California Government Code (which shall hereafter be referred to as "Act").

1.3 The Governing Board of the Butte Community College District, hereinafter referred to as the "Board" or "District," hereby recognizes the Butte College Education Association, CTA/NEA, hereinafter referred to as "Association," as the sole and exclusive representative of those enumerated in the stipulated agreement, executed and attached hereto as Appendix "A.1 and A.2".

1.4 The Board agrees not to negotiate with any other organization in matters upon which the Association is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.

1.5 The Association recognizes the Board as the duly-elected representatives of the people and agrees to negotiate only with the Board's representatives officially designated by the Board to act in its behalf. The Association further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator or other person or persons not officially designated by the Board as its representative.

1.6 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over district practices and over state law to the extent permitted by state law.

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ARTICLE II

NON-DISCRIMINATION

2.1 The Board and Association agree to comply with all pertinent provisions of Title VII of the United States 1964 Civil Rights Act, and Title IX of the 1972 Education Amendments.

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ARTICLE III

ASSOCIATION RIGHTS

3.1 Public Information - The Association shall be provided with materials and data that are available to the public. When materials are requested that are not readily available in the form requested, the Association shall pay for all staff time and supplies necessary to produce the materials, providing such materials can be produced subject to the time limitations of staff and work priorities.

3.2 Board Policies/Administrative Regulations - The District shall provide the Association with one (1) book of Board Policies and one (1) book of Administrative Regulations. During the term of this Agreement, the District shall provide copies to the Association of any changes, additions, alterations, or deletions to each document.

3.3 Board Minutes - The District shall furnish the Association with one (1) copy of all official Board minutes and one (1) copy of each Board agenda packet, excluding all confidential information or materials as defined by applicable law.

3.4 Employee Lists - The District shall provide the Association with the names, College location address and telephone numbers of certificated unit members at intervals not to exceed once per fiscal year upon Association written request. Additional newly hired bargaining unit employees' names, College locations, and telephone numbers shall be furnished as hired during the fiscal year.

3.5 Distribution of Materials - The Association may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Duly authorized communications may be placed by the Association in mailboxes of unit members. Such communications must be dated and bear the Association's identification as the distributor.

3.6 Bulletin Board Usage - Duly authorized communications may be placed by the Association on the bulletin boards of the College. Such communications must be dated and bear Association identification as the distributor.

3.7 Equipment Usage - The Association shall secure prior approval from the Deputy Superintendent/Business or designee for the use of District equipment. The Association shall pay for its own supplies whenever the use of District equipment is approved. District requirements shall, at all times, have priority over that of the Association. Any materials produced shall be solely at the expense of the Association.

3.8 Telephone Usage - The Association shall not cause any long distance telephone calls or any other charges to be billed to the District.

3.9 Postage Machine - The Association shall not be granted the use of the District postage machine.

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3.10 Use of Facilities - The Association and its members shall have the right to make reasonable and lawful use of available school buildings at reasonable times for meeting purposes subject to requirements of the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates custodial overtime shall be compensated by the Association at the rate of $10 per hour. The Association agrees to leave school buildings in the condition found, free of damage or loss other than damage resulting from normal wear and tear.

3.11 Employee Organization Contact Procedures

3.11.1 The Association shall provide the Superintendent the name(s) of recognized employee organizational representative(s) authorized to discuss organizational matters with District employees. Each notification shall include a statement agreeing to comply with the terms of the contract.

3.11.2 The Association shall notify the Superintendent, or designee, whenever an authorized representative shall be on campus.

3.11.3 The Association representatives shall have access to unit members for Association business during the unit members' non-scheduled hours of instruction or service. In no event shall an Association representative or unit member interrupt or interfere in any way with normal work.

3.12 Organizational Security - The Board and the Association recognize the right of all employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organizations or the Association's activities.

3.13 Dues Deductions - The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized, in writing, by the employee on the District-approved form, subject to the following conditions:

3.13.1 The District agrees to deduct dues in uniform amounts from all eligible Association members with the unit recognized and enumerated in Appendix "A.2" who have signed an authorization card for such deduction in a form approved by the District, subject to the following conditions:

3.13.1.1 Such deduction shall be made only upon the submission on a District-approved form of a duly-executed and revocable authorization by the employee;

3.13.1.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month;

3.13.1.3 Association members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing;

3.13.1.4 Dues shall be deducted from warrants for each month of the ten (10) month fiscal year;

3.13.1.5 The Association agrees to indemnify, defend or hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its collection and deduction of Association dues.

3.14 School Calendar - District agrees to negotiate on the calendar with Association in order to allow Association input prior to presentation to the Board for final decision.

3.15 Release Time - A maximum of three (3) authorized unit members of the Association Bargaining Committee shall be released from their regular work duties, with pay, if negotiations meetings with management are scheduled during working hours of the unit members involved.

3.15.1 The District will provide up to one thousand dollars ($1,000) to share equally (50% District/50% Association) the expenses with the Association for either release time and/or travel and conference for unit members on official Association business. This is in addition to any other release time provided under other provisions of the Agreement.

3.15.2 All charges claimed under Section 3.15.1 shall be jointly prior-approved by the Association's President and the Deputy Superintendent/Business.

3.16 Distribution of Contract - After the execution of this contract, the District shall print or duplicate and provide a copy of this contract to every employee in the bargaining unit.

3.17 Management Orientation - The District and the Association jointly shall conduct an orientation session, not to exceed two (2) hours, on this agreement for all unit members.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 The District, on its own behalf and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities not specifically modified by terms and conditions of this Agreement and as provided by law.

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ARTICLE V

PERSONNEL FILES

5.1 Personnel Files

5.1.1 The official personnel file of each unit member shall be maintained at the District central administration office. No adverse action shall be taken against a unit member based upon written derogatory material which is not contained within the official personnel file, or otherwise made known to the unit member, unless otherwise permitted by law.

All material placed in the file shall identify authorship, date of entry, and person placing material in file.

5.1.2 Unit members shall be provided a copy of derogatory written material before such material is placed within the official personnel file. The unit member may, within ten (10) working days after receiving the material, have attached a written response to the derogatory material for inclusion within the official file.

5.1.3 The unit member may, within the ten (10) working day period, during working hours, review, initial, date and return such copy through administrative channels to the central administration office.

5.1.4 A unit member or authorized representative shall have the right, without loss of pay during his/her regular working hours, and during the regular District office business day to examine all materials (except those items which were obtained prior to employment, prepared by identifiable examination committee members or obtained in connection with a promotional examination) contained within the official personnel file. Advance appointments for examination shall be required and scheduled with District representatives.

5.1.5 The Association agrees to indemnify and hold harmless the District from any and all claims, demands, or suits or any other action arising from an authorized Association representative's examination of the file.

5.1.6 Official personnel files are considered confidential and are available for review only to those persons having a legal right or authorization to inspect. The District shall maintain a log, within each personnel file, indicating the persons who have examined the file and the date of such examination.

5.1.7 District shall have a representative present when any official personnel file is examined.

5.1.8 At the written request of the unit member, derogatory materials shall be sealed in the personnel file after remaining in the file for a period of two (2) years.

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ARTICLE VI

EVALUATION

6.1 Introduction

6.1.1 Butte College, in a commitment to excellence in education, opens all facets of the educational environment to periodic review and evaluation. The primary intent of this open assessment is to improve the learning environment for students.

6.1.2 Faculty members are at the heart of the instructional process. It is through their ideas and involvement that instructional programs are developed, delivered, and improved. Educational excellence at Butte College is therefore dependent upon the quality of the faculty and upon their continued improvement. The objective of faculty evaluation is to sustain and improve the high quality of the teaching faculty.

6.1.3 Evaluations will be conducted in a spirit of constructive observation, mutual respect, and goodwill. Before the evaluation process begins, the evaluator shall make the following assumptions:

a. The faculty member is a professional and will be treated with all the dignity implied in professionalism;

b. The faculty member has the capacity to correct any deficiencies which might be recognized;

c. The faculty member is committed to improving him/herself as an ongoing process;

6.1.4 The purpose of the faculty evaluation process is to develop and sustain excellence in the performance of duties. Evaluation provides faculty members with official records of their professional service, encourages professional growth and development, and provides a means of recognizing excellent performance. Only if the evaluation process does not yield necessary improvements will evaluation data be used for personnel decisions including recommendations for staff transfer or termination.

6.2 Guidelines

6.2.1 Proper evaluation requires:

a. A clear instructor role expectations, and job description of one's responsibility and duties;

b. A close communication network between the unit member and his/her evaluator or evaluators so that honest and meaningful information can be exchanged;

c. A procedure for improving one's skills when such improvement is recognized by either the unit member or the evaluator. Such procedure could include but not be limited to classes.

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workshops, conferences, therapy groups, reading assignments, lesson plan rewrites, or classroom visitation assignments;

d. A defined process for follow-up when specific assignments have been made to increase skills.

6.2.2 The faculty member will be given the widest possible latitude within the parameters of professional conduct so that academic freedom will be preserved.

a. The faculty member's performance appraisal shall not be predicted upon lawful, non-school related personal actions which have no impact on the unit member's job performance or effectiveness as an employee.

b. The faculty member shall not receive reprisals for exercising freedoms guaranteed by the Constitution of the United States.

6.3 Areas of Faculty Evaluation

6.3.1 Areas for faculty evaluation include:

a. Teaching and Instructions

1) classroom effectiveness
2) preparation and relevance of instructional materials
3) meeting with and assisting students outside of class
4) curriculum and program development

b. Professional Growth (examples which may be included)

1) classes taken
2) conference attendance
3) professional achievement
4) readings
5) attendance at staff development functions
6) visitations to other educational institutions or to appropriate businesses
7) other efforts to improve individual effectiveness

c. Area and Department Responsibilities

1) recordkeeping and instructional management
2) reporting instructional records to meet announced deadlines
3) ordering instructional supplies, equipment, and textbooks to meet announced deadlines
4) providing budget information when requested
5) attending assigned meetings
6) working in cooperation with all segments of the campus community

d. College Service (examples which may be included)

1) serving on college committees
2) serving as sponsor to student clubs and organizations
3) faculty governance

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e. Community Service (at option of faculty member)

1) application of faculty members' recognized area of expertise in the community without pay

6.4 Administrative Evaluation of Instructors

6.4.1 The Vice President for Instruction shall be responsible for implementing the process of instructor evaluations.

6.4.2 Formal evaluation reports will be written by the supervising Associate Dean of Instruction or other administrator so designated by the Vice President for Instruction.

a. Formal evaluation reports for full-time contract instructor must be submitted a minimum of once each academic year.

b. Formal evaluation reports for full-time regular instructors must be submitted a minimum of once each two academic years.

c. Formal evaluation reports shall include comments on teaching effectiveness, participation in area and departmental responsibilities, college service, and professional growth. Comments regarding community service activities may be included at the option of the faculty member.

d. The formal evaluation report shall be based upon data obtained from student evaluations, administrative and/or observation, and classroom visitations. Self evaluation data may be included at the option of the faculty member.

e. The formal evaluation report shall provide for comments by the faculty member.

f. The evaluator and faculty member shall sign the report. The instructor signature indicates only that the instructor has read and understands the content of the report.

g. The original copy of each formal evaluation report shall be submitted to the Vice President for Instruction and shall be forwarded to the Personnel Office for inclusion in the instructor's personnel file. Copies shall be provided to the instructor and to his or her immediate supervisor.

6.4.3 Classroom visitations will be performed by the supervising Associate Dean of Instruction or other administrator or coordinator so designated by the Vice President for Instruction. At least one classroom visitation must be conducted before a formal evaluation report is prepared. Components of a classroom visitation include a pre-conference, data collection, a post-conference, and a plan for improvement (if necessary).

a. A pre-conference is an information meeting between the supervisor and the instructor which deals with lesson plans, objectives, and planned activities for the period of the observation.

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b. The data collection component of a classroom visitation is an active, systematic, and purposeful process which requires the observer to assess teacher and student behavior, and, if possible, student opinion. The data collection phase should culminate in a written report. The report should be based upon data collected and should relate to the pre-conference discussion.

c. Within ten working days after the observation period, a post-observation conference shall be scheduled by the evaluator. The written report should be reviewed by the instructor before the meeting. Discussion should be purposeful, addressing the evaluation and any recommendations.

d. Improvement plans are the logical product of the post-conference. The instructor and the evaluator should work cooperatively to identify priority areas for improvement. Performance objectives or expectations should be developed for each priority. Improvement plans could include formal coursework, workshops, conferences, videotaping, observation of colleagues, team assignments, or reassignments. Additional classroom observations, usually announced will be conducted to assess the impact of the improvement plan.

6.5 Self-Evaluation

6.5.1 The faculty member will have the option of completing the Self-Evaluation form to be submitted to the Area Dean in conjunction with the preparation of the formal evaluation report.

6.5.2 The faculty member may designate on the self-evaluation form whether the form may be attached to the formal administrative evaluation and included in the personnel file.

6.6 Process - Non-Teaching Unit Members

6.6.1 Administrative evaluations shall be:

a. conducted by the appropriate Dean or Vice President or by the unit member's immediate supervisor;

b. a written evaluation:
   1) based primarily on the unit member's job description and responsibilities;
   2) include significant data regarding factors which may influence job performance;
   3) be in terms of observable behavior;
   4) avoid, wherever possible, observations which cannot be supported by specific instances or generally accepted criteria of good educational practices;

c. Within five working days, each administrative evaluator shall conduct a post-observation conference where:
   1) the unit member shall be allowed to read and react to the report;

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2) discuss strengths and possible weaknesses and develop, where required, improvements which should be accomplished;
3) evaluator and unit member shall sign the report. The unit member may attach comments, in writing, on any matters of substance of the report. Signing indicates only that the report has been read and understood;
4) the original report copy shall be sent to the appropriate Dean or Vice President. Copies shall be furnished the unit member and the evaluator.

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ARTICLE VII

WORKLOAD

7.1 The District shall have a WSCH/FTE target of 530.

7.2 The instructional unit members' responsibilities cover a minimum forty (40) hour week. Such responsibilities include but are not limited to the following:

7.2.1 Meeting their classes as scheduled by the Vice President for Instruction.

7.2.2 Teaching classes according to the intent of: the college catalog, the goals and objectives as described in the course outline; and within the unit members' field(s) of competency.

7.2.3 Writing instructional goals and objectives and course outlines as directed by the Vice President for Instruction. This should be done in cooperation with other unit members who teach in the same subject area(s).

7.2.4 Reviewing, in cooperation with other unit members in the same subject area: (1) textbooks, (2) required reading, (3) workbooks, (4) and/or other materials for purchase by students.

7.2.5 Maintaining accurate and current records of student attendance and student achievement in accordance with District procedures.

7.2.6 Keeping current with developments and changes in their subject matter fields.

7.2.7 Serving on various college committees as assigned.

7.2.8 Supervising and recommending the care and maintenance of college equipment provided for student use in classes.

7.2.9 Assisting with the co-curricular programs of the college as assigned.

7.2.10 Recommending instruction materials for the Media Center.

7.3 Teaching Loads

7.3.1 First Year - 1985-86

Faculty load will be calculated as follows:

One hour lecture = 1/31 of a load 2.5% variance
One hour lab = 1/40 of a load

a. If an instructor's load equals 30 annual hours, this will be acceptable to the District.
b. If an instructor's load falls under 30 annual hours, he/she will be assigned an additional class and will receive extra pay for those hours above the maximum load.

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c. The lecture percentage will be the factor that determines the number of overload hours to be paid (3.22% first year).
d. All overload hours will be paid at the part-time salary schedule rate. Fractions of a load are calculated in percent carried to two decimals. One semester equals 16.5 weeks.
e. The variance percentage will be subtracted prior to determining hours to be paid.
f. Once the loads have been determined each semester, the variance percentage will not apply for any class taught as an overload.
g. Physical Education activity hours and studio hours are synonymous with lab hours.

7.3.2 Second Year - 1986-87

One hour lecture = 1/30 of a load   3.5% variance
One hour lab = 1/40 of a load

a. The lecture percentage will be the factor that determines the number of overload hours to be paid. (3.33%)
b. All overload hours will be paid at the part-time salary schedule rate. Fractions of a load are calculated in percent carried to two decimals. One semester equals 16.5 weeks.
c. The variance percentage will be subtracted prior to determining hours to be paid.
d. Once the loads have been determined each semester, the variance percentage will not apply for any class taught as an overload.
e. Physical Education activity hours and studio hours are synonymous with lab hours.

7.3.3 Third Year - 1987-88

One hour lecture = 1/30 of a load   3.5% variance
One hour lab = 1/38 of a load

a. The lecture percentage will be the factor that determines the number of overload hours to be paid. (3.33%)
b. All overload hours will be paid at the part-time salary schedule rate.
c. The variance percentage will be subtracted prior to determining hours to be paid.
d. Once the loads have been determined each semester, the variance percentage will not apply for any class taught as an overload.
e. Physical Education activity hours and studio hours are synonymous with lab hours.

7.3.4 Exceptions to the above Load Formula:

The following courses/programs will have annual load hours as follows:

*EMT - 100, 101, 102, 103, 104, 107 and 190	(60) hours
*Nursing Assistant - All courses	(72) hours
*Fire Science - 102 through 104	(48) hours

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•Administration of Justice - 130 - 180	(48) hours
•Banking and Finance - All courses	(40) hours
•Real Estate - All courses	(36) hours
LVN	(48) hours
ADN	(36) hours

Respiratory Therapy

1985-86	(58) hours
1986-87	(54) hours
1987-88	(48) hours

EMT/Paramedic

1985-86	(56) hours
1986-87	(52) hours
1987-88	(48) hours

Adult/Special Education/Handicapped

Work Year/Teaching Load

The Special Education/Handicapped program operates for approximately 250 days during the calendar year. The work year for instructors in this program shall be 210 days. The assignment of days will be flexible in order to meet the needs of the students as well as the instructor. Special Education instructors may take leave at any time during the year upon prior approval of the Assistant Dean of the Chico Program.

The teaching load will be 35 hours per week, a minimum of six hours per day in the classroom and the remainder to be used for preparation, meetings, office hours, etc.

•These courses/programs are taught by part-time staff.

7.3.5 Any full-time faculty member who teaches an overload in these areas will be paid at the part-time salary schedule rate for those hours above the maximum load. The formula pertaining to lecture and lab does not apply. (There is no percent variance.)

7.3.6 Each varsity sport will equal 3 activity hours per sport.

7.3.7 Unit members who are assigned less than a full teaching load as shown in 7.3, shall first have prior approval of the Vice President for Instruction.

7.4 Instructional unit members will schedule a minimum of five (5) on-campus office hours per week.

7.4.1 An office hour will be a minimum of fifty (50) minutes.

7.4.2 Associate Deans shall review unit members' office hour schedules, and where student needs require, shall make changes.

7.4.3 Each instructional unit member will attempt to schedule at least one office hour daily (Monday through Friday).

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7.5 Teaching loads may be divided among Day classes and Extended Day and/or Outreach classes to complete a teaching load as prescribed in 7.3. If possible such assignment shall not extend over more than a ten (10) hour time span unless requested by a unit member.

7.6 Non-classroom staff responsibilities represent a forty-hour week. The responsibilities of counselors include but are not limited to the following:

7.6.1 Providing academic, vocational and personal counseling to students on an individual basis

7.6.2 Providing group counseling for the accomplishment of specific objectives

7.6.3 Assisting in the planning and implementation of registration

7.6.4 Assisting students with petitions for graduation and to the Academic Council

7.6.5 Establishing and maintaining communication with the various instructional divisions, the administration and the staff of the college

7.6.6 Establishing and maintaining communications with the high schools served by the college

7.6.7 Establishing and maintaining communications with community agencies that can serve our students

7.6.8 Serving on various college committees

7.6.9 Keeping current with developments and changes in his or her field

7.6.10 It is understood that these responsibilities may require a minimum of five (5) hours off-campus per week at the professional discretion of the staff member with the approval of the Vice President for Student Personnel Services

7.7 Non-classroom responsibilities represent a forty-hour week. The responsibilities of the college nurse include but are not limited to the following:

7.7.1 Under the supervision of a physician performing the following:

a. Managing common illness and injuries

b. Selecting, requesting and interpreting x-rays and laboratory tests

c. Interpreting test results in conjunction with patient's medical history in order to assess patient's needs and problems

d. Providing significant, reliable and timely information to physician in order to aid in treatment

e. Supervising the Student Health Insurance Program

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7.8 Non-classroom staff responsibilities represent a forty-hour week. The work year shall be 227 days. The assignment of days will be flexible in order to meet the needs of unit member, students, and office. Leave may be taken at any time during the year upon prior approval of Office Director. The responsibilities of the Assessment Coordinator/Career Counselor include, but are not limited to the following:

- 7.8.1 Interpreting vocational interest, aptitude and personality tests for students
- 7.8.2 Advising students on remediation of basic skills deficiencies
- 7.8.3 Counseling students in career and life planning
- 7.8.4 Evaluating transcripts and test scores for placement and degree requirements
- 7.8.5 Assisting students with occupational exploration
- 7.8.6 Additional duties include those delineated in current contract section 7.6.1 - 7.6.10

7.9 Non-classroom staff responsibilities represent a forty-hour week. The responsibilities of the Learning Disabilities Specialist include, but are not limited to the following:

- 7.9.1 Administering and interpreting tests of language, perception, memory and achievement
- 7.9.2 Obtaining information relevant to students' learning problems
- 7.9.3 Developing instructional material specially suited to the students and providing information concerning available, suitable materials
- 7.9.4 Supervising tutors assigned to students
- 7.9.5 Providing instruction for students in HSP&S
- 7.9.6 Consulting with subject matter instructors regarding specific students and materials
- 7.9.7 Maintaining liaison with vocational programs and job agencies in cooperation with job placement services
- 7.9.8 In cooperation with the counseling staff, providing guidance to students for appropriate courses and programs
- 7.9.9 Serving on various college committees
- 7.9.10 Keeping current with developments and changes in his/her field
- 7.9.11 Assisting the Director of HSP&S in responsibilities which are directly related to program maintenance

7.10 Non-classroom staff responsibilities represent a forty-hour week. The responsibilities of the EOPS assistant include but are not limited to the following:

7.10.1 Under the supervision of the EOPS Director, maintaining on-going recruitment activities, interviewing and selecting EOPS students

7.10.2 Assisting the Director in the maintenance of all EOPS records

7.10.3 Assisting the Director in working with community and college committees in all matters pertaining to EOPS services

7.10.4 Determining the duties of, conducting in-service training for, and supervising all EOPS student employees

7.10.5 Assisting EOPS students in locating work-study employment appropriate to their college goals and academic potential

7.11 Non-classroom staff responsibilities represent a forty-hour week. The responsibilities of the Librarian and the Media Coordinator include but are not limited to the following:

7.11.1 Assisting faculty, staff and students with the use of reference or media services

7.11.2 Developing and teaching library skills to students

7.11.3 Setting up and operating complex media equipment and training faculty as required

7.11.4 Selecting and recommending materials and equipment for purchase

7.11.5 Writing and releasing procedures for circulating the general collection, media materials and equipment, the reserve and periodical collections and for the utilization of the reference collection and media equipment

7.11.6 Assisting in the selection, training and supervision of employees within the departments

7.12 Non-classroom staff responsibilities represent a forty-hour week. The work year shall be 227 days. The assignment of days will be flexible in order to meet the needs of unit member, students, and office. Leave may be taken at any time during the year based upon prior approval of Office Director. The responsibilities of the Coordinator of Job Placement and Work Experience include, but are not limited to the following:

7.12.1 Developing full-time, part-time, permanent, and temporary job opportunities for students currently attending Butte College

7.12.2 Developing job readiness information, job seeking, interviewing, resume and application tips and strategies

7.12.3 Working directly with teachers in identifying and placing students in appropriate Work Experience locations

7.12.4 Assisting in program planning and supervision of the college Work Experience program

7.12.5 Developing and maintaining all records, employer contracts, and student files as required by district policy and state regulations

7.12.6 Assigning grades and units for General Work Experience students

7.12.7 Monitoring assignment of grades and units for Career Work experience students

7.12.8 It is understood that these duties may require work off-campus and/or during irregular hours at the discretion of the Coordinator with approval from the Director

7.12.9 Assisting the Director of Career Planning, Placement, Assessment and Work Experience in responsibilities which are directly related to program maintenance

7.13 Non-classroom staff assigned to classroom duties shall have two hours of time deducted from their schedule for each hour of instructional time.

7.14 Unit members may request a reduced teaching or workload with a proportionate reduction in salary for a one (1) year period or less.

7.14.1 All such requests shall be made in writing to the Vice President for Instruction and the Superintendent/President prior to being reviewed and acted on by the Board.

7.15 199 Day Work Year (Eleven-Month) Contract

7.15.1 Upon recommendation of the Superintendent/President and approval of the Board of Trustees, non-classroom unit members may have a work year of 199 days (eleven months).

7.16 The Work Year

7.16.1 The work year for all unit members shall be one-hundred seventy-five (175) instructional days and a maximum of two (2) additional days for college institutes as designated by management except for non-classroom unit members covered under 7.8, 7.12 and 7.15.

7.16.2 The Board will annually adopt a calendar for the fiscal year.

7.16.3 The work week shall be Monday through Saturday.

7.16.4 The work day for members of the unit shall be defined as follows:

7:00 a.m. to 11:00 p.m.	Monday through Thursday
7:00 a.m. to 8:00 p.m.	Friday

If Saturday work is required to complete a unit member's teaching load (excluding those assignments provided under Appendix "C," Additional Duties Compensation Schedule), the unit member and management will consult prior to making a Saturday assignment.

7.17 Flexible Calendar Agreement

7.17.1 Instructional Faculty - Contract/Non-Contract

The Instructional Calendar includes 175 days of instruction. A total of 10 days are designated as possible staff development days for instructors (see calendar). Instructors are required to

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submit a written plan to the appropriate administrator designating 10 days that may be utilized as staff development days. (See Appendix "F.") Procedures and timelines for plan submission will be prepared in consultation with faculty and distributed by the District.

The appropriate administrator shall review and sign each staff development plan, if each plan is in accordance with Title V regulations. In a situation where the proposed plan is not approved by the appropriate administrator, a faculty member may, within ten days, appeal the decision in writing to the Vice President for Instruction.

Notwithstanding the right of the District not to release instructors from teaching or other assigned responsibilities if it is deemed in the best interest of the District, the Vice President will approve the plan if it is in accordance with Title V regulations and District needs. The decision of the Vice President is final.

The approved plan is a legally binding contract. Failure to submit a plan on time, or failure to complete part or all of the plan, will result in a proportionate reduction in compensation. (See Appendix "G.")

Development plans submitted by contract instructors shall constitute contractual obligations as outlined in the unit contract. Specifically, instructors shall have a six (6) hour per day scheduled commitment for each day in lieu of instruction (flex day). A prorated number of staff development days will be computed for instructors on reduced contract, partial contract, and sabbatical leave assignment.

7.17.2 Non-classroom certificated staff and other categories not considered as traditional instructional staff

The above staff may submit a staff development plan that may include up to ten (10) days. The days are flexible within the instructional calendar year. Following consultation with staff, the District shall distribute policies and procedures for implementing the appropriate plan(s).

The appropriate administrator shall review and sign plans that are in accordance with District needs. In a situation where the proposed plan is not approved, the staff member may, within ten days, appeal the decision in writing to the appropriate Vice President. The decision of the Vice President in final. The District reserves the right not to release staff if it is deemed in the best interest of the District.

7.17.3 Continuance of the Flexible Calendar

The Board of trustees retains the right to determine, after consultation with faculty and staff, as to whether to continue the flexible calendar format for subsequent academic years.

7.18 Summer Session - Unit members will be given consideration for summer session assignments.

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7.19 Unit members are limited to one course per semester or four contact hours as an extra assignment. Compensation shall be based on the part-time instructors' salary schedule.

7.19.1 Exceptions to 7.19 may be granted by the Vice President for Instruction.

7.20 Coordinators (see Appendix "D" for duty responsibilities)

7.20.1 Coordinators shall be evaluated at least once per year.

7.20.2 By April 15th each year, the Assistant Superintendent/Vice President for Instruction shall communicate in writing to each coordinator who will not be reappointed for the next academic year.

7.20.3 At the District's sole discretion, Coordinator I may be required to work an additional thirty (30) duty days and Coordinator II may be required to work an additional twenty (20) duty days. Compensation for additional duty days shall be at the per diem rate (Article 13.3).

7.20.4 When a Coordinator position becomes vacant and the District desires to fill it, the appropriate Dean and unit members from the area to be coordinated will serve as a screening committee to review the applicant(s) qualifications. This committee shall send the name(s) of all qualified candidates to the Assistant Superintendent/Vice President for Instruction for his/her consideration and action. The Committee shall specify, in writing, the reasons for a person's lack of qualifications to be considered for the position.

7.20.5 A review committee shall be established to review a coordinator's dispute with his/her placement. This committee shall be advisory to the Assistant Superintendent/Vice President for Instruction. The review committee shall include: the appropriate Dean, Coordinator with the dispute and a unit member from the Coordinator's area.

7.20.6 The Assistant Superintendent/Vice President for Instruction shall be responsible to the Superintendent/President for making the recommendations for all coordinator positions and in settlement of coordinator placement disputes.

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ARTICLE VIII

SAFETY

8.1 District Compliance - The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

8.2 Safety Committee - Two (2) unit members shall be appointed by the Association to the District Safety Committee which reviews health, safety, sanitation and working conditions to insure compliance with Section 8.1 of this Article. The committee shall make recommendations to the Deputy Superintendent/Business concerning improvements in health, safety, sanitation and working conditions.

8.3 Released Time - The bargaining unit members on the committee shall be allowed reasonable released time to carry out obligations under Section 8.2 of this Article assigned by the Safety Committee.

8.4 No Discrimination - No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 8.1 of this Article.

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ARTICLE IX

TRANSFERS

9.1 Voluntary Transfer - A notice of open positions within the unit shall be circulated and posted on appropriate bulletin boards. Unit members have the right to request transfer to any open positions for which they are qualified.

9.2 Administrative Transfer - Where due to changing student preferences or administrative requirements it becomes necessary to transfer unit members, such transfers shall be made only after consultation between the member and the supervisor.

9.3 Transfers shall be considered on the following non-ordered criteria:

9.3.1 The qualifications and competency of the unit member to perform the required services.

9.3.2 The length of service in the District.

9.3.3 Affirmative action goals of the District.

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ARTICLE X

GRIEVANCES

10.1 Purpose - To provide an orderly procedure for reviewing and resolving grievances promptly.

10.2 Definitions

10.2.1 Grievance - Any complaint by a grievant that the grievant has been adversely affected by an alleged violation of a specific provision of this Agreement. "Grievance" as defined in this Agreement shall be brought only through this Grievance Procedure.

A grievance shall not include and this grievance procedure shall not apply to any of the following:

10.2.1.1 Any matter upon which the District is without authority to act;

10.2.1.2 Any alleged violation of law that does not also state a violation of a specific provision of this Agreement;

10.2.1.3 The evaluation of members of the unit, except for alleged violations of procedural matters;

10.2.1.4 Any discharge, dismissal or layoff of a member of the unit;

10.2.1.5 Any attempt to alter or change this Agreement;

10.2.1.6 An appeal of any Board decision if such decision is a result of a state or federal regulatory commission or agency rule or decision, or state or federal law or court decision;

10.2.1.7 Any other matter not included in the definition stated in Section 10.2.1.

10.2.2 Grievant - Any member of the bargaining unit covered by the terms of this Agreement.

10.2.3 Day - A "day" (for purposes of this Grievance Article) is any day on which the central administration office of the District is regularly open for business.

10.2.4 Immediate Supervisor - The immediate supervisor is the first (1st) District designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

10.3 Time Limits

10.3.1 Grievants who fail to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure.

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10.3.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

10.3.3 Time is of the essence in all processing of grievances.

10.3.4 Time limits and steps may be waived by mutual written consent of the parties.

10.4 Other Provisions

10.4.1 Member Legal Rights - Nothing contained herein shall deny to any unit member his/her legal rights under state or federal constitution and laws. No probationary unit member may use this Grievance Procedure in any way to appeal discharge or a decision by the Board not to renew his/her contact of employment. No unit member shall use this Grievance Procedure to appeal any Board decision if such decision is a result of a state or federal regulatory commission or agency or state or federal law decision.

10.4.2 The grievant may be represented by a designee of the Association at any step of this Procedure above Level I.

10.4.3 Grievance Processing Limits - Any grievance or alleged grievance which occurred or is alleged to have occurred and which the unit member knew or could reasonably be expected to have known more than fifteen (15) days prior to notification at Level I with the immediate supervisor shall not be processed by the District.

10.4.4 The chairperson of the Association grievance committee and/or the grievant shall be released from their regular work duties, with pay, if grievance resolution meetings are scheduled by the parties during the working hours of the chairperson or grievant involved.

10.5 Procedural Steps

Level I

10.5.1 Within fifteen (15) days of the time a unit member knew or could reasonably be expected to have known of the occurrence of an alleged grievance, the unit member shall discuss with the immediate supervisor or designee the alleged grievance.

10.5.2 If a satisfactory resolution is not reached within five (5) days of the discussion, the grievant shall present, within five (5) days thereafter, on the "Statement of Grievance Form," (Appendix E) the grievance in writing to the immediate supervisor or designee and simultaneously to the Association Grievance Committee.

10.5.3 The immediate supervisor or designee shall communicate the decision to the unit member in writing within five (5) days after receiving the grievance.

Level II

10.5.4 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate approved form to the next higher designated supervisor, manager or designee, within five (5) days.

10.5.5 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason for the appeal.

10.5.6 The next higher designated supervisor, manager, or designee shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal. Either the grievant or the next higher designated supervisor, manager or designee may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

Level III

10.5.7 If the grievant is not satisfied with the decision at Level II, he/she may appeal the decision in writing within five (5) days to the next higher designated supervisor, manager or designee.

10.5.8 The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and, the reasons of the appeal.

10.5.9 The next higher designated supervisor, manager or designee shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant or the next higher designated supervisor, manager or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

10.6 Advisory Third Party Intervention

10.6.1 If a grievance is not resolved in Levels I, II or III, the Association may request, in writing, a hearing before an arbitrator. The request shall be filed in the Personnel Office within fifteen (15) working days after the written decision of the Superintendent.

10.6.2 Within five (5) working days after receipt of a request for arbitration, the Dean of Administrative Services shall request the California Conciliation Service to supply a list of five (5) arbitrators. The arbitrator shall be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) names remains. The determination of the party to strike first shall be by lot.

10.6.3 The costs of arbitration shall be borne as follows:

The District and the Association shall share equally in the payment for the services and expenses of the arbitrator.

10.6.4 A qualified stenographic reporter shall be employed to record verbatim the entire hearing. If either party desires a transcript, that party shall pay the cost of the transcript, and if both parties request transcripts, they shall share the cost.

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10.6.5 Powers and limitations of the arbitrator shall be as follows:

10.6.5.1 The functions of the arbitrator shall be:

a. to hold a hearing concerning the grievance, and

b. to render an advisory decision, if possible, within twenty (20) working days after the closing of the hearing and, in any event, as soon as possible.

10.6.5.2 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement as alleged by the grievant or grievants.

10.6.5.3 The arbitrator shall determine disputed interpretation of terms actually found in the Agreement or determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreememt so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.

10.6:5.4 The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.

10.6.5.5 The arbitrator shall have no power to render an award in any grievance arising before or after the effective dates of this Agreement.

10.7 Appeal to the Board of Trustees

10.7.1 If the advisory decision of the arbitrator is not appealed by either party, the arbitrator's decision shall be considered to be full and complete resolution of the grievance and implemented in accordance with its terms. Either the grievant or the District may appeal the advisory decision of the arbitrator to the District's Board of Trustees within ten (10) working days of such advisory decision. If the Board of Trustees does not act on the appeal within twenty (20) working days, the advisory decision of the arbitrator shall be considered the full and complete resolution of the grievance and implemented in accordance with its terms. The decision of the Board of Trustees will be final.

10.8 General Provisions

10.8.1 Designations of representatives will be in writing. Such designation shall be entered on the grievance form.

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10.8.2 No party may be required to discuss any grievance if his or her representative is not present.

10.8.3 The time allowances set forth in this grievance procedure may be extended by mutual written agreement of the grievant or the grievant's representative and the District.

10.8.4 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.

10.8.5 If the District does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step.

10.8.6 No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.

10.8.7 Wherever under this grievance procedure documents are required to be served or filed on one party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered, was deposited in the United States mail with first class postage properly affixed, or was deposited in the school mail and the date on which said action was taken. The "Proof of Service" shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for "Proof of Service" shall be provided by the District and made available by the Association.

10.8.8 If the representative of the grievant is a member of the bargaining unit, the District shall permit a reasonable amount of released time for the representative for the purpose of processing the grievance regardless of the outcome of the grievance.

10.8.9 The evaluation of members of the unit, except for alleged violation of procedural matters shall not be subject to the grievance procedure.

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ARTICLE XI

LEAVES OF ABSENCE

11.1 Sick Leave

11.1.1 Each ten (10) month full-time unit member shall be granted ten (10) days of sick leave per school year.

Each eleven (11) month full-time unit member shall be granted eleven (11) days of sick leave per school year.

Each twelve (12) month full-time unit member shall be granted twelve (12) days of sick leave per school year.

All sick leave shall be accumulated from year to year without limit.

11.1.2 When the unit member has made application for retirement, the District shall certify to the State Teachers' Retirement Board the number of days of accumulated and unused leave of absence for illness or injury to which the unit member is entitled on his/her final day of employment.

11.1.3 Credit for sick leave of absence need not be accrued prior to taking sick leave by the unit member, and such leave may be taken at any time during the fiscal year, not to exceed the balance of the unit member's sick leave entitlement through June 30 of that fiscal year.

11.1.4 Any unit member who is on paid status while on sick leave, sabbatical, or other paid leave, shall continue to earn all unit member leave benefits to which entitled if employed full-time. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

11.1.5 When a unit member employed in a position requiring certification qualifications has exhausted his/her sick leave benefits and is absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of five (5) school months.

11.1.6 Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.

It shall be the responsibility of the unit member to notify the Superintendent/President's Office, in writing, of the name and address of the District by whom he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

11.1.7 All sick leave rights or accumulations shall be cancelled when a full time unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing District upon request pursuant to the provisions of the Education Code.

11.1.8 Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

11.1.9 At the time a unit member begins his/her contracted employment for each academic year, he/she shall be provided with a current accounting of his/her accumulated sick leave.

11.1.10 Any unit member utilizing sick leave benefits under provisions of this Article shall provide the District with a signed "Certificate of Illness" and verification on return, and, if absent five (5) or more consecutive duty days, shall provide the District, upon request, with a statement from a physician verifying the necessity of such absence.

11.1.11 Sick leave may be utilized by a unit member placed under quarantine on the same basis as though this unit member had been ill.

11.2 Industrial Accident and Illness Leave

11.2.1 For accidents or illness which are job-incurred, unit members shall be provided leave benefits under the following provisions:

11.2.1.1 Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.

11.2.1.2 Allowable leave shall not be accumulated from year to year.

11.2.1.3 Industrial accident or illness leave shall commence on the first (1st) day of absence.

11.2.1.4 When a unit member is absent from her/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, as, when added to his/her temporary disability idemnity under Division 4 or Division 4.5 (commencing with Section 1600) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

The phrase "full salary" as utilized in this section, shall be computed so that it shall not be less than the member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

11.2.1.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

11.2.1.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.

11.2.1.7 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Section 87781 and 87786, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary.

11.2.1.8 During any paid leave of absence, the unit member may endorse to the District the temporary disability idemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

11.2.1.9 Any unit member receiving benefits as a result of this section may, during a period of injury or illness, be absent from the State of California for not more than forty-eight (48) hours unless authorized by the Governing Board to travel outside the state.

11.2.1.10 When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of his/her prior assignment, the District shall provide first priority in assigning such a unit member into classes where his/her disability, at the discretion of the District, does not hinder the performance of the duties required of him/her if he/she is otherwise qualified.

11.3 Bereavement Leave

11.3.1 Unit members shall be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days or five (5) working days if out-of-state travel is required, at the time of death of any member of the unit member's immediate family. Whenever a unit member has been named executor of the estate, or the travel one way exceeds four hundred (400) land miles, the five (5) days will be granted. Such absence will not be deducted from authorized absences or leaves.

11.3.2 "Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or any immediate relative living in the immediate household of the unit member.

11.3.3 Bereavement leave shall not be granted during a non-paid leave of absence, holidays, or Board-granted days off.

11.3.4 An extension of Bereavement Leave may be requested by the unit member under Personal Leave provisions (Article XI, Section 11.4).

11.4 Personal Emergency Leave

11.4.1 A unit member may be granted a maximum of six (6) days' leave of absence in any school year, at his/her election without loss of pay, in cases of personal emergency. Such leaves shall be deducted from the unit member's accumulated sick leave.

11.4.2 Personal emergencies include serious illness or death of a member of his/her immediate family; an accident involving his/her person or property, or the person or property of a member of his/her immediate family; appearance in court as a litigant, or as a witness under an official order.

11.4.3 "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, or any relative living in the immediate household of the unit member.

11.4.4 The Deputy Superintendent/Business may grant exceptions if a unit member applies under Section 11.4.3 or 11.3.2 for leave involving a family member not within the definition of "immediate family" in Section 11.4.3, but with whom the unit member has a particularly close and long-standing relationship. Whether or not to grant the exception is within the sole discretion of the Deputy Superintendent/Business.

11.4.5 Verification of personal emergency leave shall be made on a form provided by the District and signed by the unit member.

11.5 Additional Emergency Leave

11.5.1 Wherever a unit member's personal emergency leave provisions (described above in 11.4) have been totally exhausted in any fiscal year, and, additional personal emergencies occur, it may be considered cause for granting additional emergency leave.

11.5.2 Such additional leave may be granted, with pay, if approved by the Superintendent/President for a period no longer than six (6) days in any fiscal year.

11.5.3 Any such additional emergency leave granted shall not be cumulative from year to year.

11.6 Military Leave

11.6.1 Unit members shall be granted military leave in accordance with applicable provisions of the State of California Education and Military and Veterans Codes.

11.7 Required Legal Appearance

11.7.1 A unit member who is subpoened will be granted the necessary time off with pay to fulfill this obligation.

11.7.2 The unit member shall pay to the District any fee received for appearance as a witness.

11.7.3 Request for such appearance should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

11.7.4 Unit members are required to return to work during any day in which such appearance is not required.

11.7.5 The District may require verification of such appearance prior to, or subsequent to, providing compensation.

11.8 Jury Duty

11.8.1 A unit member who is called for jury duty will be granted the necessary time off with pay to fulfill this obligation.

11.8.2 The unit member shall pay to the District any per diem fees paid by the court.

11.8.3 Request for jury duty should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

11.8.4 Unit members are required to return to work during any day in which jury services are not required.

11.8.5 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

11.9 Sabbatical Leave - Sabbatical leave may be granted to unit members by the Board for the purpose of carrying out an approved program which will enable the unit member to provide improved service to the District and its students. Consideration will be given to programs which involve an appropriate program of organized study research, work experience, or travel.

11.9.1 Leave Advisory Committee

11.9.1.1 Composition:

a. The Advisory Committee shall be composed of the Vice President for Instruction as the permanent chairperson, one (1) member of the Instructional Management staff, and three (3) full-time unit members from different areas elected by the faculty for two (2) year terms.

b. No unit member may continue on the Committee if he/she files an application for leave or released time (Sections 11.9 or 11.10).

11.9.1.2 Functions with respect to Sabbatical Leaves:

a. The Advisory Committe shall establish the functions, criteria, forms, dates of submission, and other procedural requirements for the submission of applications as approved by the Board. Each department of the College shall be given consideration depending upon size of the department and number of applicants from the department, length of applicant's full-time service in the District, and total years of full-time credentialed service.

b. The Advisory Committee shall review all applications submitted; shall determine in accordance with the Committee criteria the priority ranking of the applicants for sabbatical leave; shall provide these priority rankings to the unit member each time that sabbatical leaves are recommended to the Superintendent/President and the Board.

c. The Committee shall provide the Superintendent/President with the recommended rank order of leave applications, which shall, together with the President's recommendation, be submitted for action and decision by the Board. If the President's recommendations differ from the Committee's, he must provide a written statement of his rationale to the Committee and any applicant whose priority was lowered.

d. Should the final selections made by the Board deviate from the Committee's priority rankings, the Board will provide the Leave Adisory Committe and any applicant denied a leave with a written explanation of its selections.

11.9.2 Eligibility

a. All unit members who have satisfactorily completed at least six (6) consecutive years of full-time service in the District will be eligible to apply for a sabbatical leave.

b. After completion of a sabbatical leave, the unit member is not again eligible to apply for such leave until he/she has served on a full-time basis for at least six (6)

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additional consecutive years.

c. A leave for health, maternity, or military service, while not constituting a break in service, will not count as one of the six (6) years required for sabbatical leave eligibility.

11.9.3 Types/Requirements

a. Study - Requires a planned program of courses or special projects to be undertaken or completed.

b. Travel - Requires the proposed program incorporate a plan of study or research in an area related to the unit member's assignment.

c. Work Experience - Requires the proposed program directly relate to the unit member's assignment.

11.9.4 Financial Arrangements

11.9.4.1 Assuming funding availability as determined and allocated by the Board, the Board may, in any one semester, grant up to five (5%) percent of the total number of full-time certificated unit members as of July 1 of any fiscal year, sabbatical leave.

11.9.4.2 Such leaves granted shall be as follows:

a. One (1) complete school year shall be paid sixty-five percent (65%) of his/her full contractual salary.

b. One (1) semester of the school year shall receive eighty percent (80%) of his/her full contractual salary.

c. For instructional reasons, a complete school year shall have priority over a one (1) semester leave.

11.9.4.3 Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments. Sabbatical leave will be counted as service and experience on the salary schedule.

11.9.4.4 Time on sabbatical leave will count towards retirement.

11.9.4.5 Unit members on sabbatical leave shall accrue sick leave, fringe benefits, changes in salary and rating placement, and the same insurance premium contributions by the District as if the unit member were actually employed on campus.

11.9.5 Unit Member Commitment

11.9.5.1 Unit members granted sabbatical leave shall accept the obligation to return to active full-time duty for twice the period of the leave, following return from leave.

11.9.5.2 The unit member who is approved for a sabbatical leave shall, as the Board directs, sign the "Sabbatical Leave Agreement." In the event he/he does not return to the District for the required time commitment (Section 11.9.5.1), the unit member shall make full restitution to the District for the compensation received while on sabbatical leave. In the case of death, illness, accident, or military leave, making his/her return impossible, the obligation above may be waived.

11.9.5.3 If the unit member does not serve for the entire period of service agreed upon in the "Sabbatical Leave Agreement," the amount of compensation paid for the leave of absence shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed upon.

11.9.5.4 The unit member and the authorized representative of the District shall sign the "Sabbatical Leave Agreement" that indicates the unit member's sabbatical plan and other conditions related to receiving the leave and meeting leave obligations.

11.9.5.5 Unit members shall submit in writing to the Assistant Superintendent/Vice President for Instruction for prior approval, any plans that deviate from the original leave proposal approved by the Board of Trustees.

11.9.5.6 By the time period agreed to in the "Sabbatical Leave Agreement," the unit member shall submit to the Assistant Superintendent/Vice President for Instruction a brief written report of the progress being made to meet the objectives of the leave.

11.9.5.7 Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave shall submit to the Assistant Superintendent/Vice President for Instruction, a written report covering the sabbatical leave activity. When applicable, a transcript or other evidence of completion of the planned program shall accompany this report. A copy of the report, together with the Assistant Superintendent/Vice President for Instruction's evaluation, shall be forwarded to the Superintendent/President as evidence of the unit member's completion of the sabbatical leave. If the Assistant Superintendent/Vice President for Instruction and the unit member agree, the unit member shall present an oral report of the leave activity to interested members of the faculty, administration and Board.

11.9.5.8 Should the Superintendent/President, after consultation with the Leave Advisory Committee, determine that the intent of the leave had not been reasonably fulfilled, he will so advise the Board of Trustees. The Board may take such action as may be necessary to recover the funds paid to the unit member while on sabbatical leave.

11.9.6 District Commitment

11.9.6.1 The Board shall cause the unit member on return, where eligible, to be reinstated in the position held by him/her at the time of the granting of the sabbatical leave.

11.10 Leave Advisory Committee

11.10.1.1 Composition:

a. The Advisory Committee shall be composed of the Vice President for Instruction as the permanent chairperson, one (1) member of the Instructional Management staff, and three (3) full-time unit members from different areas elected by the faculty for two (2) year terms.

b. No unit member may continue on the Committee if he/she files an application for leave or released time (Sections 11.9 or 11.10).

11.10.1.2 Functions with respect to Long-Term Leaves With or Without Benefits/Banked Time Leaves

The Advisory Committee shall establish the functions, criteria, forms, dates of submission, and other procedural requirements for the submission of applications as approved by the Board. Each department of the College shall be given consideration depending upon size of the department and number of the applicants from the department, and the impact of the leave or Banked Time on the respective academic program.

a. If applying for long-term leave with or without paid fringe benefits, then the mutual benefit to the District and the unit member must be considered.

b. If applying for long-term leave with paid fringe benefits or Banked Time, then the availability of full-time or part-time instruction in the respective academic program must be considered.

c. Applications for Banked Time and changes in such programs shall be submitted to the Vice President for Instruction for approval. Should an agreement not be reached between the applicant and the Vice President for Instruction, the decision shall be referred to the Leave Advisory Committee.

d. The Committee shall review all applications submitted, shall determine in accordance with the Committee-established criteria the acceptability for leaves and the settlements of Banked Time referrals, shall provide a list of the acceptable applications for leaves and the settlements of Banked Time referrals to each applying unit member each time that leaves and the settlements of Banked Time referrals are recommended to the Superintendent/President and the Board.

e. The Committee shall provide the Superintendent/President with the recommended leave applications and the settlements of Banked Time referrals, which shall, together with the Superintendent/President's recommendation, be submitted for action and decision by the Board. If the Superintendent/President's recommendations differ from the Committee's, he must provide a written statement of his rationale to the Committee and any applicant whose priority was lowered.

f. Should the final decisions made by the Board deviate from the Committee's recommendation, the Board will provide the Committee and any applicant denied a leave with a written explanation of their selections.

g. This type of leave will not constitute a break in service.

h. Unless the unit member serves for at least seventy-five percent (75%) of a year, no increment will be given (except for Banked Time). When a leave is not for a full year, semesters in which a faculty member has taught full time accumulate with two (2) such semesters equaling one (1) year for the purpose of an increment of the salary schedule. However, the increment will only be granted for the next school year. No increments are given in the middle of a school year when only one semester has been completed.

i. The Board may in any one semester grant no more than 5% of the total number of full-time certificated unit members an unpaid leave with or without paid fringe benefits.

11.11 Long-Term Leave Without Pay

11.11.1 Written request for long-term leave, i.e., leaves over one (1) month, including but not limited to leave for pregnancy, childbirth, disability, recovery therefrom, obligations associated with pregnancy, personal reasons, etc., shall be presented to the Leave Advisory Committee as per the timeline that the Committee establishes.

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11.11.1.1 Unit members granted long-term leave with fringe benefits shall accept the obligation to return the active full-time duty for twice the period of the leave, following return from leave.

11.11.1.2 As a condition to the Board's granting of long-term leaves, the unit member agrees that he/she shall notify the Superintendent/President, in writing, of intent to return to the District. This notification shall be received by 5:00 p.m., on or before April 1, as to whether he/she intends to return the following fall. Where notification is not received within the time limits established, the unit member is determined to have resigned his/her position.

11.11.1.3 If the long-term leave is for less than a fiscal year, the Board shall indicate the notification requirements for the unit member's intent to return to the District on a specific date. Where notification is not received within the time limits established, the unit member is determined to have resigned his/her position.

11.11.1.4 Banked Time from Overload Teaching Time Allowance

11.11.1.4.1 Prior to class scheduling each term, a certificated staff member may submit to the Vice President for Instruction a proposal for accumulating overload hours for the purpose of taking Banked Time from job responsibilities with full pay and fringe benefits at some future date to engage in endeavors of personal importance, including but not limited to professional improvement.

11.11.1.4.2 The proposal must include an assessment of the effects on the program as evaluated by the applicant and administration and of the benefits both direct and indirect to the District.

11.11.1.4.3 A written agreement (letter of intent) between the certificated staff member and the District must be approved by the Superintendent/President.

11.11.1.5 The Board shall cause the unit member on return, where eligible, to be reinstated in the position held by him/her at the time of the granting of the leave or release time.

11.12 Short-Term Leave - Discretion of the Superintendent/President

Short-term leave of absences may be granted in the sole discretion of the Superintendent/President under the provisions of California

Education Code, Section 87780 (Salary deductions during absence from duties). Stats. 1976, c. 10102, operative April 30, 1977.

11.13 Reduced Workload (E.C. 22724, 87483)

Unit members desiring to participate in the reduced workload program may do so under the following conditions and in accordance with Education Sections 22724, 87483:

11.13.1 Unit member participation is subject to the provisions of Education Code Sections 22724 and 87483: administrative directives and other related rules and regulations established by the State of California, State Teachers' Retirement System.

11.13.2 Unit member participation is on a voluntary basis and is subject to Board of Trustees approval.

11.13.3 To be eligible for this program the unit member must have been employed in a full-time position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment in the Butte Community College District.

11.13.4 The unit member must have reached the age of fifty-five (55) prior to reduction in workload. The member's last year of eligibility is the year of his/her seventieth (70th) birthday.

11.13.5 A unit member accepted into this program shall perform instructional services at times mutually agreed upon and set forth in a written contract for such services. These activities, by definition, shall be in the best interests of the college district.

11.13.6 The reduced workload status must be based on a full school year or semester and the minimum compensation paid or time worked must be equal to at least one-half time. The reduced service may be on a daily basis or full-time for at least one-half year as mutually agreed to by the District and unit member.

11.13.7 The unit member must submit contributions to the State Teacher's Retirement System based on the amount the unit member earned if he/she were employed on a full-time basis.

11.13.8 The number of unit members participating in this program may be limited at the discretion of the Governing Board, when such limitation is in the best interest of the college district.

11.13.9 It is mandatory that both the minimum salary and minimum employment requirements are met.

11.13.10 The unit member cannot participate in the reduced workload program for more than five years or beyond the year in which the seventieth (70th) birthday falls, whichever comes first.

11.13.11 During the period of participation, the unit member is entitled to all other rights and benefits for which payments are made that would be required if employed full-time, including health benefits as provided in Section 53201 of the Government Code.

11.13.12 The unit member who meets the minimum qualification and participation requirements is entitled to receive a full year of service credit and have the retirement allowance, as well as any other benefits, based upon the salary that would have been received if employed on a full-time basis.

11.13.13 The unit member failing to meet any of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary, and will not receive the service credit that would have been received if employed on a full-time basis.

11.13.14 In addition to the minimum qualifications and participation requirements stated in Education Code Section 87483, the State Teachers' Retirement System requires the District:

11.13.14.1 The agreement or contract must be executed by the employer and unit member, in writing, and submitted to the State Teachers' Retirement System through the County Superintendent of Schools to arrive at STRS at least fifteen (15) days prior to the participation in the Reduced Workload Program at the beginning of the school year or before the beginning of the second half of the school year, if only the second half is to be considered Reduced Workload service.

11.13.14.2 The unit member must be identified and reported to STRS in accordance with the County/District Procedures Manual instructions.

11.13.14.3 Contributions for the unit member and employer must be submitted to STRS based on the amount the participant would have earned if employed on a full-time basis regardless of the schedule of employment.

11.14 This policy is subject to changes in the law (Education Code Sections 22724, 87483) and rules and regulations established by the State of California, State Teachers' Retirement System.

ARTICLE XII

INSURANCE PROGRAMS

12.1 Insurance Programs (General)

12.1.1 All insurance programs are subject to carrier requirements for eligibility enrollment, and, processing of claims.

12.1.2 Insurance programs listed herein shall continue during leaves with pay.

12.1.3 Insurance programs listed herein shall not continue during leaves without pay, except unit members at their option may, by paying full District and unit member premium amounts, continue the health and dental program.

12.2 The District shall pay for the term of this Agreement (i.e., July 1, 1985 to June 30, 1988), premiums of insurance for health, dental, life insurance, and income protection for unit members and eligible dependents. The District further agrees that it will provide vision insurance for the term of this agreement (i.e., July 1, 1986 to June 30, 1988) for unit members only.

12.3 Health Insurance Benefits - Retired Unit Members

12.3.1 A unit member may be eligible for early retirement benefits when he/she reaches fifty-five (55) years of age if he/she has served at least ten (10) years of full-time employment with the District. Under such conditions the District agrees to pay the unit member's health insurance premiums. Section 12.3 only applies to a unit member who has met the above eligibility requirements at the time of his/her resignation from the District and who also retires under one of the STRS or PERS options immediately after his/her resignation.

12.3.1.1 Paid District certificated service rendered by the unit member pursuant to EC 87482 prior to employment in a District contract position, shall be prorated for purposes of determining the minimum ten (10) years of full-time employment required under Section 12.3.1 or 12.3.2.

12.3.2 A unit member who has at least ten (10) years of full-time employment with the District and who retires under the provisions of Education Code Section 24007 shall be eligible for early retirement benefits under Section 12.3.1 if he/she retires by June 30, 1988.

12.3.2.1 Section 12.3.1.1 shall not be applicable to Section 12.3.2, but Sections 12.3.3, 12.3.4 and 12.3.5 shall apply.

12.3.3 When a unit member who has been granted early retirement benefits under Section 12.3.1 or 12.3.2 reaches the age of eligibility for social security health insurance benefits, the District shall reduce its level of insurance coverage for

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the unit member to a level that supplements Medi-Care, Plans A and B or their successors. This section is effective for all unit members even if they do not qualify or elect to participate in the above federal and state health insurance programs.

12.3.3.1 The District will provide supplemental health insurance coverage that when combined with social security health insurance plans, will be as similar as reasonably possible to, though not necessarily exactly the same as, the coverage provided active members. The actual supplemental plan is subject to carrier requirements.

12.3.4 A unit member who has been granted early retirement benefits by fulfilling the requirements of Section 12.3.1 or 12.3.2 and who subsequently obtains employment outside the District with an employer that provides health insurance shall be required to terminate the health insurance provided by the District.

12.3.5 Only unit members presently employed at the time of this Agreement, or those employed on a regular basis subsequent to this Agreement, may qualify for early retirement benefits under Section 12.3.1 or 12.3.2.

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ARTICLE XIII

COMPENSATION

13.1 Salary Schedules

13.1.1 For the years 1985-86, 1986-87, and 1987-88, the salary shall be in accordance with the schedule attached hereto as Appendix "B" incorporated herein by reference.

13.1.2 Compensation - Adult/Special Education

Instructors in the Special Education program will be paid in accordance with their placement on the Certificated Salary Schedule (Appendix "B") plus ten (10%) percent of their annual salary.

a. Full-time instructors will be allowed to substitute for themselves during the 1985-86 year a maximum of 20 days at a rate determined by the District.

b. Beginning with the 1986-87 year and thereafter, full-time instructors will be limited to ten (10) days of substituting for themselves at a rate to be determined by the District.

13.2 The salary schedule contained in Appendix "B" hereto will be adjusted by use of the following criteria:

13.2.1 For each year of this Agreement, the District will adjust the salary schedule, to reach the average of a selected 20 districts according to the following procedure:

a. From the California Community College Fiscal Data Abstract for the preceding year, the ten districts whose annual attendance ADA, eligible for state funding, above and the ten districts below Butte College, will be selected. The average of the 20 selected districts shall be calculated after excluding the two highest and the two lowest benchmark salaries.

b. The benchmark salary equals the highest non-doctorate without special increments paid by the comparable districts.

c. The average referred to herein shall be calculated by March 10 of each year hereunder from the information contained in the Ross Report or by a survey of districts.

d. The salary adjustment referred to herein shall be retroactive to July 1 of each year hereunder and shall be paid in the ensuing April warrant.

e. The adjustment referred to herein shall be based upon receipt by the District of additional non-categorical funds (apportionment) above the level attained in the prior fiscal year.

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f. The adjustment referred to herein, as stated in Section 13.2.1, shall not exceed the percentage of new funds received by the District, as stated in subsection e. In the event that the percentage amount needed to adjust to the average exceeds the amount received in new funds, as stated in subsection e, then the amount of the adjustment shall be the lesser percentage of the two.

13.3 The salary for duties assigned unit members beyond the days of normal service shall be computed by using the following formula:

$$\text{Daily rate} = \frac{\text{Contract Salary}}{\text{210 days}}$$

13.4 The remuneration for additional duties shall be in addition to contract salary and in accordance with the schedule attached hereto as Appendix "C" incorporated herein by reference. Schedule "C" will be adjusted at the same time Schedule "B" is adjusted.

13.5 The District shall provide a five (5%) percent additional stipend to counselors over and above their regular salary placement on the salary schedule.

13.6 Instructional/Dept Chair/Coordinators shall receive the following compensation and assigned teaching or service load reduction to perform coordination functions:

13.6.1 Dept. Chair I - responsible for twenty-five (25) hours per week to perform coordination functions. Compensation will equal the hourly rate at Column IV and Step 13 on the certificated salary schedule plus four percent (4%) for five (5) hours per week per the academic annual calendar (175 to 177 days). The assigned time reduction on the teaching load shall equal fifty (50%) percent.

13.6.2 Dept. Chair II - responsible for fifteen (15) hours per week to perform coordination functions. Compensation will equal the hourly rate at Column IV and Step 13 on the certificated salary schedule plus four percent (4%) for five (5) hours per week per the academic annual calendar (175 to 177 days). The assigned time reduction on the teaching load shall equal twenty-five (25%) percent.

13.6.3 Dept. Chair III or Coordinator I - responsible for twelve (12) hours per week to perform coordination functions. Compensation will equal the hourly rate at Column IV and Step 13 on the certificated salary schedule plus four percent (4%) for two (2) hours per week per the academic annual calendar (175 to 177 days). The assigned time reduction on the teaching load shall equal twenty-five (25%) percent.

13.6.4 Coordinator II - responsible for four (4) hours per week to perform coordination functions. Compensation will be ten percent (10%) reduction on the teaching load or a sum of $600 per semester.

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13.7 Coordinator of Counseling Services - The assigned time reduction to perform coordinator duties shall equal twenty-five percent (25%) of the counseling load. Compensation will be five percent (5%) of contractual salary.

13.8 Re-entry/Gender Equity Coordinator - The assigned time reduction to perform coordinator duties shall equal fifty percent (50%) of the teaching load. Compensation will be two and one-half percent (2½%) of contractual salary.

13.9 Assessment Coordinator/Career Counselor and Coordinator of Job Placement and Work Experience - Compensation will be fifteen percent (15%) of contractual salary for a 227 day work-year.

13.10 Student Health Services Coordinator - Compensation will be five percent (5%) of contractual salary.

13.11 Learning Resource Center Coordinator - Compensation will be five percent (5%) of contractual salary.

13.12 Non-classroom unit members on 199 day (eleven month) contracts will be compensated at 11/10ths of the certificated salary schedule.

13.13 Appendix "D" contains the coordinators' duty responsibilities.

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ARTICLE XIV

PAST PRACTICES

14.1 The Board shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the Board is not bound by any past practices of the District or understandings with any employee or organization unless such past practices or understandings are specifically stated in this Agreement.

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ARTICLE XV

WAIVER OF BARGAINING

15.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

15.2 During the term of this Agreement, Board and Association expressly waive and relinquish the right to bargain collectively on any matter:

15.2.1 Whether or not specifically referred to or covered in this Agreement;

15.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;

15.2.3 Even though during negotiations the matters were proposed and later withdrawn;

15.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of Agreement.

15.4 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies, practices and procedures and over state law to the extent permitted by state law.

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ARTICLE XVI

SEPARABILITY AND SAVINGS

16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII

SUCCESSOR AGREEMENT

17.1 No later than 120 days prior to the expiration of this Agreement, the Board of Trustees, upon request, agrees to begin negotiations on a successor agreement.

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ARTICLE XVIII

SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS

18.1 The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employee in the unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the unit.

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ARTICLE XIX

DURATION AND REOPENERS

19.1 Duration - This Agreement shall be effective as of July 1, 1985, and shall continue in full force and effect until June 30, 1988.

In Witness Whereof, the Butte College Education Association, CTA/NEA, has caused this Agreement to be signed by its President, and the Butte Community College District Board of Trustees has caused this Agreement to be signed by its President, attested by its Clerk.

Katherine C. Newman
Butte College Education Association
President

7 August 1986
Date

Robert D. Hennigan
Butte Community College District,
Board of Trustees, President

August 11, 1986
Date

Everett Brott
Butte Community College District,
Board of Trustees, Clerk

August 11, 1986
Date

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Appx. No. "A"

State of California
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of:

BUTTE COMMUNITY COLLEGE DISTRICT
Employer,

and

BUTTE COLLEGE EDUCATION ASSOCIATION, CTA/NEA
Employee Organization,

and

BUTTE COLLEGE INDEPENDENT FACULTY ASSOCIATION
Employee Organization.

Type of Election

(Check One)

☒ Consent Agreement

☐ Board Direction

Docket No. S-R-627

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; an no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for

BUTTE COLLEGE EDUCATION ASSOCIATION, CTA/NEA

and that, pursuant to the Public Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below.

Shall Include: All permanent full-time certificated contract employees and all probationary full-time certificated contract employees assigned to the instructor salary schedule.

Shall Exclude: All other certificated District employees.

Signed at Sacramento, California

On the 27th day of February 1978

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

Regional Director

TE OF CALIFORNIA　　EDMUND G. BROWN JR.

PUBLIC EMPLOYMENT RELATIONS BOARD

Appendix "A" 1

BUTTE COMMUNITY COLLEGE DISTRICT,

Employer,

and

BUTTE COLLEGE EDUCATION ASSOCIATION/CTA/NEA

Exclusive Representative

Case Numbers: S-R-627; S-UM-133

Date Exclusive Representation Obtained:

Voluntary Recognition: ________

PERB Certification: June 21, 1979

____ Consent Election

X Directed Election

CERTIFICATION

MODIFICATION OF UNIT: CERTIFICATED

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved.

> Add full-time certificated Special Education Teachers to the established certificated unit.

This unit modification certification shall not be considered to be a new certification for the purpose of computing time limits pursuant to PERB Regulation 32754.

Issuance of this certification should not be interpreted to mean that the Board would find the unit in question to be an appropriate unit in a disputed case.

Signed at Sacramento, California

On the 7th day of August, 1981

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

Janet E. Caraway
Regional Director

PERB-150 (11/80) hv

STATE OF CALIFORNIA — EDMUND G. BROWN JR., Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

APR

Butte Community College District,

Employer,

and

Butte College Education Association/
CTA/NEA,

and

Butte Faculty Alliance,

Employee Organizations.

Type of Election

☐ Consent Agreement

☐ Board Directed

☒ RD Directed

Case Number: S-R-627;
S-D-54

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of March 25, 1980 that a majority of the valid ballots has been cast for

Butte College Education Association/CTA/NEA

and that, pursuant to the Higher Education Employer-Employee Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below:

Shall INCLUDE: Full-time instructors in the Butte Community College District and all probationary full-time certificated contract employees assigned to the instructor salary schedule.

Shall INCLUDE: All other certificated district employees; also all management, supervisory and confidential employees.

Signed at Sacramento, California

On the 5th day of April, 1980.

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

Janet E Caraway
Regional Director

ls

BUTTE COMMUNITY COLLEGE DISTRICT
OROVILLE, CALIFORNIA

APPENDIX "B"

CERTIFICATED SALARY SCHEDULE
1985-86
(Effective July 1, 1985)

STEP	I	II	III	IV	
1	19,692	21,450	23,208	24,966	
2	20,746	22,505	24,262	26,022	
3	21,801	23,560	25,318	27,076	
4	22,856	24,614	26,372	28,130	
5	23,911	25,668	27,428	29,186	
6	24,965	26,722	28,481	30,240	
7	26,019	27,777	29,535	31,293	
8	27,074	28,833	30,590	32,350	
9	28,128	29,887	31,646	33,404	
10	29,185	30,942	32,701	34,459	
11	-	31,997	33,756	35,514	
12	-	-	-	36,569	
13	-	-	-	37,623	
16	30,185	32,997	34,756	38,623	(eff. July 1, 1985)
20	31,185	33,997	35,756	39,623	(eff. July 1, 1986)
24	32,185	34,997	36,756	40,623	(eff. July 1, 1987)

- Maximum initial placement on the salary schedule shall be Step 6 of the appropriate class. Unit members shall receive appropriate credit for previous full-time teaching and related instructional support services that may allow them a maximum of five (5) steps on the salary schedule, therefore placing them on Step 6. Vocational instructors only shall receive one year step credit for each two (2) years of full-time work experience related to their initial employment assignment to a maximum of ten (10) years full-time related work experience. Vocational instructors only may use a combination of full-time teaching and related work experience for initial placement but the maximum initial salary placement shall be Step 6. A vocational instructor shall be an instructor initially employed to: (1) instruct in a vocational program that is on the approved Butte College state plan for vocational education, and (2) at least 50 percent of the annual class contact hours are assigned in an approved vocational program(s).

Doctorate stipend shall be the appropriate step of Class IV + 6.6% of the base of the salary schedule (Column I, Step 1) equaling $1,300. The Doctor's Degree shall be earned, not honorary, from an institution recognized by either the Council on Post-secondary Accreditation or on the International Accrediting Association list of recognized agencies published by the U.S. Department of Education, Division of Eligibility and Agency Evaluation.

LONGEVITY

Six units** are required between all longevity steps except for the following employees:

a. All employees on Step 16 or above, effective July 1, 1985, will be placed on Step 16 with no unit requirement.

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Appendix B (Continued)

b. All employees on Step 15, effective July 1, 1985, would be required to complete 3 units to advance to Step 16 on July 1, 1986.

c. All employees on Step 16 and above, effective July 1, 1985, would be required to complete no more than 3 units in any one year to qualify for placement on the next step, except those employees who need 2 years or more to reach the next step, would be required to complete 6 units.

**Units:

1. Only units completed after July 1, 1985 may be counted for longevity purposes.
2. Units taken must be job-related and have prior approval of the appropriate Vice President.
3. Units may be used for longevity or column changes; not both.
4. Other experiences may be used in lieu of college units with prior approval of the appropriate Vice President. The appropriate Vice President will convert these experiences to a unit value.

CLASS AND STEP REQUIREMENTS

A = Placement of academic instructors and those vocational instructors who qualify - initial placement on salary schedule.

B = Placement of vocational instructors only. Programs designated annually by the Board of Trustees for initial placement on salary schedule.

CLASS I (UNIT EQUIVALENT - 136)

A valid California Teaching Credential appropriate for the community college

A. B.A. Degree + 12 semester units.

B. 1. H.S. diploma + 6 years of related work experience + 64 semester units to H.S. diploma + 10 years related work experience + 16 semester units.
   2. A.A. Degree + 4 years related work experience + 28 semester units to A.A. Degree + 5 years related work experience + 16 semester units.

CLASS II (UNIT EQUIVALENT -160)

A valid California Teaching Credential appropriate for the community college

A. M.A. Degree

B. 1. A.A. Degree + 4 years related work experience + 52 semester units to A.A. Degree + 7 years related work experience + 16 semester units.
   2. B.A. Degree + 2 years related work experience + 12 semester units to B.A. Degree + 3 years related work experience + 0 semester units.

Appendix B (Continued)

CLASS III (UNIT EQUIVALENT - 184)

A valid California Teaching Credential appropriate for the community college

A. 1. M.A. Degree + 24 semester units
   2. B.A. Degree + 60 semester units, including M.A. Degree

B. 1. A.A. Degree + 4 years related work experience + 76 semester units to
   A.A. Degree + 7 years related work experience + 40 semester units.
   2. B.A. Degree + 2 years related work experience + 36 semester units to
   B.A. Degree + 4 years related work experience + 12 semester units.
   3. M.A. Degree + 2 years related work experience + 0 semester units.

CLASS IV (UNIT EQUIVALENT - 208)

A valid California Teaching Credential appropriate for the community college

A. 1. M.A. Degree + 48 semester units
   2. B.A. Degree + 84 semester units, including M.A. Degree

B. 1. B.A. Degree + 2 years related work experience + 60 semester units to
   B.A. Degree + 5 years related work experience + 24 semester units (with
   M.A. Degree equivalent.*)
   2. M.A. Degree + 2 years related work experience + 24 semester units to
   M.A. Degree + 3 years related work experience + 12 semester units.

*M.A. Degree equivalent as determined by the College. Refers to a planned or coordinated program leading to a specific objective related to the instructor's assigned area of teaching. The program shall be determined by the Vice President for Instruction, the Instructional Dean and the instructor involved.

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BUTTE COMMUNITY COLLEGE DISTRICT
BUTTE COLLEGE
OROVILLE, CALIFORNIA

NOTICE OF INTENT
PROFESSIONAL GROWTH FOR COLUMN AND LONGEVITY MOVEMENT
(Certificated)

Name____________________ Date__________

Received by____________________ Date__________

Approval is requested for the following course(s):

College or University____________________

DEPT/COURSE NO.	COURSE TITLE	COURSE ENROLLMENT PERIOD	UNITS
			SEM/QT
			SEM/QT
			SEM/QT
			SEM/QT

Anticipated Benefits:

Evaluation Committee Action:

Approved	Denied	SIGNATURE	DATE

*Copy to be given to employee

FORM PO 81:1
EFFECTIVE: September 1, 1981
REPLACES: PROFESSIONAL GROWTH/COURSE ATTENDANCE FORM

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APPENDIX "D"

ADDITIONAL DUTIES
COMPENSATION SCHEDULE

Additional Duty Assignment

Coach

Men's Head Football	$ 4,942
Men's Assistant Football	4,190
Men's Head Basketball	4,942
Men's Assistant Basketball	2,919
Men's Baseball	3,671
Men's Track	3,671
Men's Wrestling	3,671
Tennis (Men's and Women's)	3,671
Women's Track	3,671
Women's Basketball	3,671
Women's Softball	3,671
Men's Golf	2,919
Women's Volleyball	2,919
Women's Field Hockey	2,919
Cross Country (Men's and Women's)	2,919

Other Assignments

Pep Team	1,129
Drama	1,129
Band	1,129
Choral	1,129
Journalism	752
Forensics	752
Club Advisor	376

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APPENDIX "E"

INSTRUCTIONAL DEPARTMENT CHAIRS/COORDINATORS' DUTY RESPONSIBILITIES

Unit members who serve as Instructional Department Chairs or Coordinators shall be responsible for the following:

1. Assisting in scheduling classes to achieve District goals and to follow collective bargaining stipulations.
2. Assisting in preparing budgets and managing them so that District allocations are followed.
3. Assisting the appropriate administrator in supervising and evaluating part-time certificated and assigned classified staff.
4. Assisting in maintaining adequate records and supervising maintenance of facilities, equipment and supplies.
5. Assisting in screening and interviewing certificated and classified personnel.
6. Assisting in reviewing book orders, purchase orders, travel requests, invoices, and requisitions for appropriateness.
7. Assisting in developing goals, objectives and policies, and in reviewing goals, objectives and policies.
8. Assisting in grant and proposal writing for projects within the area.
9. Assisting in recommending student workers as requested and assist in supervising and evaluating them.
10. Representing the Instructional Dean or appropriate administrator as requested at meetings.
11. Assisting in preparing reports and working with advisory committees.
12. Assisting in completing additional duties for the maintenance of programs as designated by the Instructional Dean or appropriate administrator.
13. Assisting in preparing and revising course outlines, new course proposals and curricular programs.

Instructional Department Chairs/Coordinators shall report to the appropriate Instructional Dean or administrator.

APPENDIX "E" 1

COORDINATOR OF COUNSELING SERVICES
DUTY RESPONSIBILITIES

The Coordinator shall report to the Assistant Superintendent/Vice President, Student Personnel Services or designee.

The Coordinator shall be responsible for the following:

1. Coordinating the Counselors' participation in the selection of the Counseling staff.
2. Coordinating the development, implementation, and evaluation of the Counseling program.
3. Coordinating counselor liaison with departments.
4. Coordinating counselor liaison with high schools and the community.
5. Coordinating the assignment of special tasks and projects to the Counseling staff.
6. Preparing the budget for Counseling services.
7. Maintaining budget records.
8. Supervising and coordinating the activities of the Counseling Services secretary.
9. Coordinating institutional research as it relates to Counseling Services.
10. Coordinating the Counseling Services schedule with the College calendar.
11. Coordinating the preparation of information and publications for Counseling Services.
12. Assisting in other areas as assigned by the Assistant Superintendent/Vice President, Student Personnel Services.

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APPENDIX "E" 2

RE-ENTRY/GENDER EQUITY COORDINATOR DUTY RESPONSIBILITIES

The Coordinator shall report to the Assistant Superintendent/Vice President, Student Personnel Services or designee.

The Coordinator shall be responsible for the following:

1. Assisting in preparing and managing budgets, programs, and classes for the Re-Entry/Gender Equity programs. The Re-entry program includes but is not limited to responsibility for services to Displaced Homemakers, Single Parents, Support Services to Women, and Students in Non-Traditional Careers.
2. Maintaining records and preparing reports for the Re-entry/Gender Equity program.
3. Responsible for all activities (1-13) under Appendix D, Instructional Department Chairs/Coordinators' Duty Responsibilities.
4. Includes counseling responsibilities as in Sections 7.6.1 throug 7.6.10.
5. Includes the responsibilities of the Title IX Officer in compliance with Title IX of the Education Amendment of 1972.
6. Serving on various college and community committees coordinating services and programs for the Re-entry/Gender Equity programs.
7. Assisting in other areas as assigned by the Assistant Superintendent/Vice President, Student Personnel Services.

APPENDIX "E" 3

ASSESSMENT COORDINATOR/CAREER COUNSELOR
DUTY RESPONSIBILITIES

The Assessment Coordinator/Career Counselor shall report to the Assistant Superintendent/Vice President, Student Personnel Services or designee.

The Coordinator shall be responsible for the following:

1. Scheduling Basic Skills Assessment, both on and off campus.
2. Scheduling vocational testing.
3. Training staff in administration and scoring of Basic Skills Assessment and vocational tests.
4. Reviewing new testing materials.
5. Ordering and maintaining all testing materials.
6. Coordinating special testing projects on campus.
7. Managing computerized assessment/placement files.
8. Disseminating testing information to campus personnel.
9. Conducting validation and reliability studies on assessment instruments.
10. Consulting with department and faculty on assessment/placement issues.
11. Meeting with students for individual concerns and special circumstances regarding assessment/placement.
12. Coordinating ESL assessment/placement.
13. Providing testing and summary data to local high schools.
14. Representing assessment operations to campus and community groups.
15. Training staff in interpretation of Basic Skills Assessment results and vocational tests.
16. Assisting in other areas as assigned by the Assistant Superintendent/ Vice President, Student Personnel Services.

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APPENDIX "E" 4

STUDENT HEALTH SERVICES COORDINATOR
DUTY RESPONSIBILITIES

The Health Services Coordinator shall report to the Assistant Superintendent/ Vice President, Student Personnel Services or designee.

The Coordinator shall be responsible for the following:

1. Assisting in preparing new health programs for students.
2. Assisting in preparing reports and working with the Safety and Environment Committee.
3. Assisting in preparing budgets and managing them so that District allocations are followed.
4. Assisting in evaluating assigned classified staff.
5. Assisting in maintaining adequate records and supervising maintenance of facilities, equipment and supplies.
6. Assisting in screening and interviewing certificated and classified personnel.
7. Assisting in reviewing purchase orders, travel requests, invoices, and requisitions for appropriateness.
8. Assisting in developing goals, objectives and policies.
9. Assisting in recommending student workers as requested and assisting in supervising and evaluating them.
10. Representing the Student Personnel Services administrator as requested at meetings.
11. Assisting in completing additional duties for the maintenance of the program as designated by the Student Personnel Services administrator.
12. Assisting in other areas as assigned by the Assistant Superintendent/ Vice President, Student Personnel Services.

APPENDIX "E" 5

COORDINATOR OF JOB PLACEMENT AND WORK EXPERIENCE
DUTY RESPONSIBILITIES

The Coordinator of Job Placement/Work Experience shall report to the Assistant Superintendent/Vice President, Student Services or designee.

The Coordinator shall be responsible for the following:

1. Developing full-time, part-time, permanent, and temporary job opportunities for students currently attending Butte College.
2. Developing job readiness information, job seeking, interviewing resume and application tips and strategies.
3. Submitting reports as required which include: number of jobs generated, number of students placed, and total value of job orders and placements.
4. Designing new employment skills guides (resume, application and interview guides).
5. Working directly with teachers in identifying and placing students in appropriate Work Experience locations.
6. Assessing students' marketable skills via standardized vocational assessment instruments, college transcripts and teacher recommendations.
7. Assisting in program planning and supervision of the college Work Experience program.
8. Developing and maintaining all records, employer contracts, and student files as required by district policy and state regulations.
9. Establishing policies, procedures and priorities for all activities of the Job Placement and Work Experience office.
10. Interpreting district policy, Title 5 and other relevant policies, laws and regulations pertaining to Work Experience.
11. Directly supervising full-time clerk and student assistants.
12. Assigning grades and units for General Work Experience students.
13. Monitoring assignment of grades and units for Career Work Experience students.
14. Maintaining office hours to advise students regarding Work Experience and Placement.

BUTTE COMMUNITY EDUCATION ASSOCIATION
BUTTE COMMUNITY COLLEGE DISTRICT

Appendix "F"

STATEMENT OF GRIEVANCE FORM

Grievant's Name and Signature	Department	Date of Filing the Statement of Grievance Form
Date of Alleged Grievance	Date/Location of Informal Discussion--Immediate Supervisor/Designate	Date of Oral Response from Supervisor
Signature/Date of BCEA Grievance Chairperson/Designate	Specific Contract Articles and Sections Alleged to Have Been Violated:	

Grievant's Statement of the Facts to Support the Alleged Contract Violation(s):

Grievant's Statement of Resolution (Remedy) Desired to Resolve this Alleged Grievance:

Level I - Immediate Supervisor/Designee - Response to Alleged Grievance	Date of Receipt: Date of Response:
	Grievance Resolved: Grievance Denied:
Level II - Next Higher Designated Supervisor, Manager or Designee Above Level I - Response to Alleged Grievance	Date of Receipt: Date of Response:
	Grievance Resolved: Grievance Denied:

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Appendix F - continued

Level III - Next Higher Designated Supervisor, Manager or Designee Above Level II - Response to Alleged Grievance	Date of Receipt: Date of Response:
	Grievance Resolved: Grievance Denied:
Level IV - Advisory Third Party Intervention Recommended Decision:	Date of Receipt: Date of Receipt of Advisory Decision: Appealed to Board: ______Yes______No Date: Appealed by: ______District ______Association

Level V - Appeal to Board of Trustees

Decision of Board: Date:

NOTE: Attach all responses to this form at all levels. Consult Article 10 - Grievance Procedure for time limits at each level.

Copies of each response to be distributed to: Grievant, BCEA Grievance Chairperson, and District grievance file in the Personnel Office.

APPENDIX "G" A72

BUTTE COMMUNITY COLLEGE DISTRICT
FLEXIBLE CALENDAR ACTIVITIES AGREEMENT FOR CERTIFICATED STAFF

INSTRUCTOR ______________________________

____
DEPARTMENT CHAIR/COORDINATOR CONSULTATION

____
AREA DEAN'S APPROVAL

____
VICE PRESIDENT-INSTRUCTION APPROVAL

FACULTY INSTITUTE DATES

STAFF DEVELOPMENT
"FLEX"
DAY DATES

ATTENDANCE REQUIRED ON
ALL DATES CIRCLED

PLANNED DATES	PROVIDE A BRIEF SUMMARY OF EACH PLANNED ACTIVITY (Use Additional Pages if Needed)	TOTAL HOURS
	A. DISTRICT PROJECTS/ACTIVITIES	
	B. AREA/DEPARTMENT PROJECTS/ACTIVITIES	
	C. INDIVIDUAL PROJECTS/JANUARY WORKSHOP	
PLANNED DATES	COURSES OR WORKSHOPS TO BE CONDUCTED DURING JANUARY INTERSESSION (Use Additional Pages if Needed) (Indicate 1st and 2nd Choice)	TOTAL HOURS

TOTAL 60 HOURS/10 DAYS

I CERTIFY THAT I WILL COMPLETE THE ABOVE PLAN WITHIN THE TIMELINE SPECIFIED AND THAT ANY CHANGES TO THIS PLAN WILL RECEIVE WRITTEN APPROVAL PRIOR TO THE JANUARY INTERSESSION AND THAT ALL CHANGES WILL BE SUBMITTED AS AN ADDENDUM TO THIS AGREEMENT.

______________________________ FACULTY SIGNATURE

______________________________ DATE

White: Vice President for Instruction
Yellow: Area Dean
Pink: Instructor

BUTTE COMMUNITY COLLEGE DISTRICT FLEXIBLE CALENDAR ACTIVITIES EVALUATION

APPENDIX "H"

INSTRUCTOR________________________

Contract (Full-time) ☐

Non-Contract (Part-time) ☐

I certify that I have completed the attached approved Flexible Calendar activities agreement for 1985-86.

SIGNATURE________________________
(Instructor)

CONFIRMED BY________________________
(Dept.Chair/Coordinator)

APPROVED BY________________________
(Area Dean)

APPROVED BY________________________
(Vice President for Instruction)

1. Achievements/Accomplishments for individual projects.
    - Materials Development
    - Research findings
    - ETC
2. What professional advantages or disadvantages have you realized because of the Flex Calendar?
3. What learning advantages or disadvantages have you perceived for your students and their performance because of the Flex Calendar?
4. Are there any other comments you would like to offer about the Flex Calendar?
5. In planning for next year's Flex Calendar activities, please list any workshops or courses you would like to see offered.

BUTTE COLLEGE

ADMINISTRATIVE EVALUATION REPORT OF INSTRUCTORS

DATE: ______________

INSTRUCTOR. ______________________________

RATING: (S) Satisfactory; (R) Recommend Improvement; (I) Inadequate; (N) No Opportunity to observe/not applicable

I INSTRUCTIONAL QUALITIES

PREPARATION—

1. Knowledge of subject .... ☐
2. Consistent and careful planning in accordance with course only .... ☐
3. Clarity of assignments .... ☐

PRESENTATION—

4. Utilizes current developments in subject area .... ☐
5. Presents material in an interesting manner .... ☐
6. Relates subject to other subject areas .... ☐
7. Explains material in a logical and organized manner .... ☐
8. Stimulates student participation .... ☐
9. Displays enthusiasm for teaching .... ☐
10. Emphasizes key points .... ☐
11. Uses class time efficiently .... ☐
12. Enunciation .... ☐

STUDENT RAPPORT—

13. Recognizes individual differences in ability and provides appropriate instruction .... ☐
14. Is able to relate effectively with students and commands their respect .... ☐
15. Encourages and responds effectively to student questions .... ☐
16. Willingness to listen to and evaluate different points of view .... ☐

COMMENTS — EVALUATOR
(Use additional pages if needed)

II. PROFESSIONAL QUALITIES

1. Activity in professional growth .... ☐
2. Productivity in curriculum update and development .... ☐
3. Promptness and accuracy with reports .... ☐
4. Works in cooperation with all segments of the campus community .... ☐
5. Participates in college-wide activities and committees .... ☐

COMMENTS — EVALUATOR
(Use additional pages if needed)

III. COMMENTS BY INSTRUCTOR

(Use additional pages if needed)

IV. RECOMMENDATION

☐ Recommended for continued employment.
☐ Continued employment is questionable.
☐ Not recommended for continued employment.

Date ______________ *Signature of Instructor ______________________________

Date ______________ *Signature of Administrator ______________________________

* This signature indicates that the instructor and evaluator, together, discussed this report. It does not necessarily denote reciprocal agreement with all factors of the evaluation.

White File copy
Canary Instructor

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(PRE-EVALUATION)
SELF—EVALUATION

APPENDIX "J"

Instructor's Name

Date

(Please respond to statement below with activities of the past two years.)

List highlights of your accomplishments relating to your program.

List campus committees or activities you participated in that reflect your involvement in academic affairs.

List your participation in state-wide academic/professional activities.

List your efforts that reflect professional growth in your discipline.

List what you have done to update your curriculum content.

List your current memberships in professional organizations.

OTHER COMMENTS:

This form ( )MAY, ( ) MAY NOT be appended to the administrative evaluations form and included in the personnel file.

White File copy
Canary Instructor

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AN ADDITIONAL TWO YEARS OF SERVICE CREDITED UNDER STRS (GOLDEN HANDSHAKE)

APPENDIX "K"

BCEA and the district have negotiated an early retirement incentive plan. It is important to note that this is a two-year plan (1985-86 and 1986-87). Participants in this program must file their application during either of the following open window periods:

1. December, January, May and June for the 1985-86 school year.

2. April, May and June for the 1986-87 school year.

Faculty who are less than age 60 and have already met the eligibility requirement for Service Retirement may participate in this program. Participants may receive up to two years additional service credit upon retirement. The district will pay all costs for the two years of service credited under STRS.

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ARTICLE VI

EVALUATION (SIDE LETTER)

The Association and District, by side letter, agree the Evaluation Committee will review the Instructor Job Description and Role Expectations, and the Student Evaluation Process.

The Committee's proposals shall be back on the table no later than December 15, 1987 for the purpose of including the documents as appendices to Article VI - Evaluation. The committee will then be dissolved after it presents the proposals to the negotiation team.

Agreement Between

Cabrillo Community College District

and

Cabrillo College Federation of Teachers

July 1, 1985 through June 30, 1988

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ARTICLE 1

PREAMBLE

1.1 This is an Agreement by and between the Board of Trustees of the Cabrillo Community College District (hereinafter referred to as "District") and the Cabrillo College Federation of Teachers, Local 4400 CCFT/AFT (hereinafter referred to as "CCFT").

1.2 Both parties to this agreement expect that it is a commitment leading to the enhancement of the excellence and prestige of Cabrillo College through the provision of quality education for the students and community served by the college.

1.3 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the California Government Code.

ARTICLE 2

RECOGNITION

2.1 The District hereby recognizes that CCFT has been certified by the Public Employment Relations Board as the exclusive representative for the employees in the representation unit which is composed of all certificated employees excluding division chairs and all employees identified by the Governing Board as management, supervisory or confidential.

2.2 The District agrees that if subsequent to the agreement it creates any new certificated positions, they shall be assigned to the bargaining unit, except those that are lawfully designated as management, confidential or supervisory. Disputes may be submitted to the PERB for resolution.

ARTICLE 3

DISTRICT RIGHTS

3.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Contract, and then only to the extent such specific and express terms are in conformance with law.

3.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency caused by an act of God. In addition, the Board retains the right to hire, classify, assign, promote, reprimand, and terminate employees.

3.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance/ arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Contract.

ARTICLE 4

ACADEMIC FREEDOM

4.1 When grades are given for any course of instruction taught in the District, the grade given to each student shall be the grade determined by the unit member teaching the course, and the determination of the student's grade by the unit member, in the absence of a clerical or a mechanical mistake, fraud, bad faith, or incompetency, shall be final.

4.2 Each unit member is a citizen as well as a member of a learned profession and has the right and responsibility to speak, write and act without reprisal from the District based on the unit member's race, color, creed, national origin, religion, sex, age, sexual preference, political beliefs or affiliations, marital status or physical handicap or exercise of constitutional rights.

4.3 In addition, the CCFT has the right to consult on the definition of educational objectives and curriculum to the extent such matters are lawfully within the District's discretion.

4.4 Alleged violations of this Article are not subject to the arbitration provisions of the Agreement.

ARTICLE 5

NON-DISCRIMINATION

5.1 Except as provided by the California Education and Government codes, the District and the CCFT agree not to discriminate against any unit member or District employee on the basis of race, color, creed, national origin, religion, sex, age, sexual preference, political beliefs or affiliations, marital status or physical handicap.

ARTICLE 6

EFFECT OF AGREEMENT

6.1 In the event a conflict exists between the specific provisions contained in this Agreement and District practices, procedures and State laws to the extent permitted by State law, the provisions of the Agreement prevail.

ARTICLE 7

CCFT RIGHTS

7.1 Representatives of the CCFT shall have the right to use the college facilities and equipment at the site at reasonable hours for CCFT business when such facilities are not otherwise in use, and subject to the following conditions:

7.1.1 The CCFT representative follows standard facilities or equipment use procedures for the reservation and use of facilities or equipment.

7.1.2 The requested activities or use will not interfere or interrupt normal District or campus operations.

7.1.3 The CCFT shall reimburse the District for any materials consumed while using District equipment.

7.2 The CCFT may use non-classroom campus bulletin board spaces subject to the following conditions:

7.2.1 All posting shall contain the date of publication and the identification of the document as a CCFT sponsored publication.

7.2.2 Authorized CCFT representatives shall have the primary responsibility of posting or removing their materials on the bulletin boards.

7.3 The CCFT may place material in the mailboxes of unit members provided such material is accurately identified as originating from the CCFT, CFT, or AFT.

7.4 The CCFT may use the District mail and phone services subject to the reasonable rules and regulations of the District.

7.5 A mutually agreed upon number of designated representatives of the District and the CCFT shall meet on a mutually agreed upon date, place and time, at least once every month, for the purposes of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Each party may submit an agenda for discussion.

7.6 Upon written request of the CCFT, prior to the due date for printing the class schedule for any semester, the district shall grant annually .6 of Full Time Equivalent (FTE) released time, with pay, to be distributed by the CCFT officers for the conduction of CCFT business and the processing of grievances. The released time shall be distributed in such a manner so as to allow for unit pay replacement for all cases.

7.7 Upon request of the CCFT, the District's Principal Contract Administrator or designee shall provide the information needed for contract administration and negotiations to the extent required as part of the District's good faith obligation to CCFT.

7.8 The District shall provide the name and mailing address for each new person who is employed and who becomes a unit member. CCFT shall provide the District with an appropriate form.

7.9 Payroll Deductions

7.9.1 Upon voluntary authorization duly completed and executed, the District shall deduct from the pay of CCFT members and pay to the CCFT, the normal and regular monthly CCFT membership dues. The CCFT Treasurer shall report any changes in the CCFT dues structure to the appropriate District representative.

7.9.2 CCFT membership dues shall be transmitted to the CCFT as soon as practicable after the withholding of authorized deductions. The District shall put into effect any new, changed, or discontinued deduction as soon as practicable.

7.9.3 The District shall include with all remittances to the CCFT, a list of unit members for whom such deductions have been made and indicate amounts withheld from each unit member's salary.

7.9.4 Upon appropriate written authorization from a unit member, the District shall deduct from the salary of any unit member and make appropriate remittances for insurance plans, annuities, credit union, savings bonds, charitable donations or other plans or programs which are mutually agreed upon by the District and CCFT.

7.9.5 The CCFT shall furnish to the District any information needed by the District to fulfill the provisions of this Article.

7.10 Issue of CCFT representation on campus committees will be negotiated at a later date.

ARTICLE 8

SAFETY CONDITIONS AND WORK ENVIRONMENT

8.1 The District shall make every reasonable effort to provide conditions for a safe and healthy work environment. Unit members shall cooperate with management in maintaining appropriate safety practices in all facilities.

8.2 Unit members will report in writing to their immediate supervisor, any conditions which come to their attention that may pose a threat to the safety of any person associated with the district. In the case of emergencies, such reports do not have to be in writing.

8.2.1 The District shall investigate such reports and take appropriate actions to correct the condition found to be unsafe or unhealty in a timely way. Standards established by State Law shall prevail.

8.2.2 The unit member making the report shall be notified in a timely manner in writing of the investigation and actions taken in 8.2.1.

8.3 In scheduling classes for indoor and outdoor rooms or activity areas, consideration shall be given to safe conditions, capacity of available space, appropriate equipment and study stations.

8.4 In the event a unit member and her/his supervisor disagree on the conditions specified in 8.3 above, the unit member may report, in writing, the grounds of the disagreement along with her/his recommendations to the Vice President of Instruction.

8.4.1 Upon receiving this report, the Vice President of Instruction or her/his designee, shall respond in writing to the report.

8.4.2 The written explanation shall be returned to the unit member in a timely way.

8.5 Contract and regular unit members required to hold office hours shall be provided with appropriate office space. Such space may be shared pursuant to 8.6.

8.6 Unit pay/temporary unit members are not required to hold office hours. If a unit pay/temporary unit member desires to meet privately with students, however, the unit pay/temporary unit member and a contract or regular unit member may mutually agree to joint use of any office space provided by 8.5 above. In the event that the unit pay/temporary unit member is unable to agree to jointly use office space, the District shall make every reasonable effort to designate reasonable meeting space.

ARTICLE 9

PROFESSIONAL DEVELOPMENT LEAVE

9.1 Purpose

The District may grant professional development/ sabbatical leaves which will benefit the college and the students of the District. The purposes for which professional development leave may be granted are as follows:

(a) Scholarly or creative endeavors in the discipline being taught;

(b) Improvement of skills in the discipline being taught;

(c) Retraining in a new discipline;

(d) Improvement of teaching skills;

(e) Development of programs and curriculum.

9.2 Criteria

The proposed plan must significantly relate to the bargaining unit member's assignment and should improve professional competence. Equal value shall be given to study, travel, or other creative activity.

9.3 Professional Development Categories

9.3.1 Study in residence at an accredited university or college. Proposed course work shall be planned to achieve specific objectives.

9.3.2 A special project or research problem planned with specific objectives.

9.3.3 Work experience program to study in schools maintained by a business or industry for craftsmen or technical workers to obtain work experience in the vocational field in which the employee works. The specific school or job offer shall be submitted with the proposed program.

9.3.4 Travel

Employees on professional development/ sabbatical leave for travel shall remain in travel status for the majority of the days of each semester of leave granted. Applicants shall submit a detailed statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.

9.3.5 Curriculum Planning

A professional development/sabbatical leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating the need and purpose for revision of existing courses or development of new courses. Leaves granted in connection with curriculum planning may include non-paid part-time teaching if that teaching is integral to the proposed curriculum development.

9.3.6 Other

A program may be designed to meet multiple objectives such as study, research or special project, work experience, travel, and/or curriculum planning. An applicant shall submit a proposal containing specific objectives and relationship with the institutional assignment.

9.4 Eligibility

9.4.1 Preceding the granting of the leave, the applicant must have completed six consecutive years of service in the district in a position requiring certification. A year of service is defined as a contract for more than 60% of the academic year assignment.

9.4.2 Leave of absence for other purposes shall not be deemed a break in the continuity of service, nor shall the period of such absence count toward the years of service required.

9.4.3 Service under a nationally recognized fellowship or foundation approved by the State Board of Education, or a teacher exchange, for a period of not more than one year, for research, teaching, or lecturing, shall not be deemed a break in the continuity of service, and the period of absence shall be included in computing the years of service required.

9.5 Length of Professional Development/Sabbatical Leave

Professional development/sabbatical leave may be granted for a full academic year or for one semester.

9.6 Funding

9.6.1 Contributions

9.6.1.1 Bargaining unit members going on leave will contribute to the cost of their replacements through reductions in salary and benefits during the time that they are on leave.

9.6.1.2 The unit member's contribution shall be the difference between their regular salary and benefits and their sabbatical salary and benefits.

9.6.1.3 These reductions will be prorated over the whole year in the case of half year leaves. The schedule of these reductions appears in Section 9.7.4.

9.6.2 District Contribution

The District shall contribute up to $45,000 to support the Professional Development/ Sabbatical Leave Program. This amount shall be increased by the same increment as the contract salary schedule.

9.6.3 Replacement costs of unit members going on leave shall be based on information from the Instruction Office as to the type of replacement necessary for maintenance of programs in the Divisions and Departments affected.

9.6.4 Should the cost of the Sabbatical program for a given year (as noted in 9.6.3), exceed the contributions as noted in (9.6.1 and 9.6.2), the Sabbatical Leave Review Board shall make the final determination on the recommendation of leaves such that the final costs do not exceed the contributions.

9.7 Compensation

9.7.1 The method of payment shall follow the regular payroll procedure with compensation based on the salary schedule in effect during the period of the leave. Compensation shall be calculated on the individual bargaining unit members's placement on the certificated salary schedule (step and column) plus career increment(s) and doctoral stipend, if any. All other stipends and/or special salary considerations are specifically excluded.

9.7.2 If the bargaining unit member has been on less than a full-time contract for the previous academic year, the professional development/sabbatical leave salary shall be calculated on the basis of the applicant's contract for the majority of the six years prior to sabbatical.

9.7.3 Bargaining unit members on professional development/sabbatical leave shall not be compensated for any instruction they may perform at the college during the term of their professional development/sabbatical leave.

9.7.4 Bargaining unit members on professional development/sabbatical leave shall be compensated according to the following schedule: The percentages shown indicate the percentage of the full year's salary and benefits that shall be paid to the applicant during the leave year, whether the leave is for a full year or for one semester.

After six years of service:	Full year:	60%
	Half year:	80%
After seven years of service:	Full year:	65%
	Half year:	85%
After eight years of service:	Full year:	70%
	Half year:	90%

9.8 Service After Professional Development/Sabbatical Leave

9.8.1 The District requires service amounting to twice the term of the leave, immediately following the leave, except under certain conditions provided by the Education Code. Either a faithful performance bond or a leave of absence agreement must be executed as a condition of the leave.

9.8.2 At the expiration of the professional development sabbatical leave, the bargaining unit member shall, unless she/he agrees otherwise, be placed in a position equivalent to that held prior to the leave.

9.9 District Requirements

9.9.1 The number of bargaining unit members absent for the professional development/sabbatical leave in a semester shall not exceed ten percent(10%) of the District's full-time regular certificated faculty. To the greatest extent possible, the professional development/sabbatical leaves approved for a given academic year shall be equally distributed between semesters, and in no academic year shall the number of leaves in each semester vary by more than twenty percent (20%). The Sabbatical Leave Review Board shall consult with individuals and with divisions to achieve this number and to achieve a balance between the fall and spring semesters. If this consultation does not achieve a fall/spring semester balance and no more than the maximum number of allowable leaves per semester, the Sabbatical Leave Review Board may establish leave priorities on the basis first, of leave seniority; second, seniority at the college; and finally, by lot.

9.10 Application Procedure

9.10.1 Notice of Intention

Eligible bargaining unit members shall submit to the Vice-President for Instruction and the appropriate division chairperson a notice of intention to apply for Professional Development/Sabbatical Leave prior to October 15 of the academic year prior to the year for which leave is requested.

9.10.2 Written Plan

A proposed plan for the Professional Development/Sabbatical Leave shall be submitted in writing to the Vice-President for Instruction and the appropriate division chairperson no later than November 15 of the academic year prior to the year for which leave is requested. The plan shall provide sufficient information for evaluation pursuant to 9.1. (Purpose), 9.2 (Criteria), and 9.3 (Categories).

9.11 Sabbatical Leave Review Board

9.11.1 Composition

The Sabbatical Leave Review Board shall consist of the Faculty Senate President, two (2) bargaining members named by the Faculty Senate, three (3) bargaining unit members named by the CCFT, and three (3) administrators and three(3) division chairs named by the Vice President for Instruction. No applicant shall be a member of the Committee.

9.11.2 Board Procedures

9.11.2.1 The Board's first meeting shall be held before December 1 of each year. At least one (1) week prior to the Board's first meeting, the Board shall receive from the Instruction Office a statement as to the costs and effect on programs of each application. At the Board's first meeting, a chairperson shall be elected for this and subsequent meetings.

9.11.2.2 The purpose of the first meeting shall be:

(a) to review leave reports from the previous year, including any recommendations from the Superintendent/ President concerning those reports;

(b) to review Professional Development/Sabbatical Leave policy, as well as the Board's procedures;

(c) to determine whether any of the District's requirements defined in 9.9.1 are applicable, and if so, to notify concerned divisions of the need for adjustment;

(d) to certify the eligibility list;

(e) to approve the applications as to form, content, adherence to purpose (Section 9.1), criteria (Section 9.2), categories (Section 9.3) and District requirements (Section 9.9).

9.11.2.3 If the application is not approved for reasons specified under 9.11.2.2, the Board shall return it to the applicant with specific directions. Applications must be resubmitted within one(1) week. Failure to resubmit an application shall be grounds for denial of leave.

9.11.2.4 A second committee meeting shall be held within two weeks of the first meeting. The purpose of the second meeting shall be:

(a) to consider leave projects that have been resubmitted;

(b) to review matters related to District requirements and to act on any of these matters left unresolved after consultation with the affected divisions or departments;

(c) to draft memos to inform concerned persons of the disposition of matters in (a) and (b) above.

9.11.2.5 Before the close of the fall semester, the chairperson of the Sabbatical Leave Review Board shall convene a meeting of the chairperson, the Faculty Senate President, a CCFT representative, and the Vice President for Instruction. They will certify the final leave list and notify all applicants. Should the financing formula or the District's requirements, outlined above, require any leave postponements, those persons with lowest priority will be chosen according to first, leave seniority; second, college seniority; and finally, by lot. The chairperson will notify those persons of such postponements. Should leave withdrawals or other circumstances later affect the status of applicants whose leaves have been postponed on account of the restrictions outlined in this Article, the Vice-President for Instruction will notify them at the earliest possible time.

9.11.2.6 Administrative Review

The committee chairperson shall forward the committee's final recommendations to the Vice-President for Instruction in writing. The Vice-President for Instruction shall submit the Committee's recommendations and her/his recommendations to the Superintendent/President. The Superintendent/President shall review the recommendations and forward the applications to the Governing Board with such recommendations as she/he believes are in keeping with the educational and financial needs of the District.

9.11.2.7 Final Approval by Governing Board

The Governing Board shall act on the recommendations at the January Board Meeting. Final approval of the professional development/sabbatical leave applications shall be at the sole discretion of the Governing Board.

9.11.2.8 Notification

The Superintendent/President shall notify the applicant in writing as soon as the Governing Board has acted on the proposal. If the Governing Board rejects the applicant's request, the applicant shall be informed in writing and shall be informed of the reasons for rejection of the application.

9.12 Withdrawal, Postponement and "Passing" Leaves

9.12.1 In the event that a leave is postponed for administrative reasons such as those described in 9.11.2.5, or for any other reason beyond the practical control of the applicant, the leave entitlement will advance normally for the following year, unless the applicant is at the highest step, the applicant will remain at that step until the leave is granted, or until the applicant passes and returns to the regular cycle.

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9.12.2 Unit members who have had their sabbatical leave plan approved and had their leave postponed for administrative reasons (9.11.2.5), shall only submit a notice of intention to apply for sabbatical the following year. Approval by the committee of the unit member's postponed plan shall be automatic. Any revisions to the plan will be processed as in 9.13.

9.12.3 A bargaining unit member who reaches the eighth year leave step and passes the leave shall revert to the sixth year stipend schedule, and shall rise again through the steps, continuing to rise and fall until the leave is finally taken.

9.12.4 Special circumstances, such as eclipses of the sun, centennials, and jubilees may entitle a bargaining unit member to retain highest stipend rank until a leave to be a participant at such an event is taken. However, such events will not entitle an applicant to higher standing on the stipend schedule if the applicant is not yet at the eighth step. Applications for such postponement of entitlement should be made during the year of eligibility, specifying the date of the intended leave in the project proposal. The Sabbatical Leave Review Board by full vote will determine eligibility for such postponements.

9.13 Revisions of Approved Professional Development Leave

The approval of the Vice-President for Instruction is required for any revision of an approved professional development/sabbatical leave.

9.14 Reports

Upon completion of a professional development/sabbatical leave, a bargaining unit member shall submit a written report to the Vice-President for Instruction prior to November 1 of the year of return from leave. If the purpose of the leave was academic study, official transcripts shall be included. On recommendation of the Vice-President for Instruction, the Sabbatical Leave Review Board shall review and evaluate professional development/sabbatical leave reports. In the event that a report is found to be unsatisfactory, it will be returned for revisions. If the revision does not satisfy the Committee's objections, it may deny or defer eligibility for future leaves.

9.15 Effect Upon Salary, Benefits and Retirement

9.15.1 Professional development/sabbatical leave shall constitute a year's service for salary increment purposes.

9.15.2 Sick leave will neither accumulate to the unit member nor be charged against her/him.

9.15.3 While on professional development/sabbatical leave, unit members will be eligible to receive health and welfare benefits. The District's contributions will be prorated in accordance with Section 9.7.4 of this Article.

9.15.4 A unit member who has had professional development/sabbatical leave may, at the unit member's option, pay into the State Teachers' Retirement System the amount required by STRS to receive full-time credit.

9.16 Failure to Fulfill Professional Development/Sabbatical Leave Obligation

9.16.1 In the event that the unit member fails to render service amounting to at least twice the term of the leave following her/his return from professional development/sabbatical leave, or in the event that the District determines that the unit member failed to satisfactorily complete the leave program approved by the Governing Board, the unit member may be required to forfeit the bond, if any, posted pursuant to Section 9.8.1, or may be required to reimburse the District the cost of her/his leave stipend.

9.16.2 Failure of a unit member to return and render service or to complete the scheduled leave program shall not result in forfeiture of the bond or reimbursement to the District if such failure is due to the unit member's death or it is certified by a physician designated by or satisfactory to the District that the failure was due to the unit member's bona fide physical or mental disability.

9.16.3 If the employee does not serve for the entire period of service agreed upon, the salary and benefits paid for the professional development/sabbatical leave shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed upon.

9.17 Professional development and flexible calendar scheduling

9.17.1 The instructional calendar shall consist of 175 days of instruction. Within requirements of State law, a specific number of instruction days can be designated as possible staff development days for unit members. If the District decides to use the flexible calendar format, the number and scheduling of the staff development days for each academic year shall be negotiated by the District and the CCFT.

9.17.2 Staff Development Committee

9.17.2.1 Procedures and timelines for the use of staff development days shall be prepared by the Staff Development Committee.

9.17.2.2 The Staff Development Committee shall consist of:

(a) the Vice-President of Instruction or her/his designee

(b) three (3) unit members selected

by the Faculty Senate

(c) three (3) unit members selected by the CCFT

(d) the Division Chairs

9.17.3 Staff Development Plan

9.17.3.1 Unit members shall present a written plan on the appropriate completed form to the appropriate administrator describing how the unit member intends to utilize the staff development days. Each plan must be in accordance with the State law regulating the flexible calendar.

9.17.3.2 The appropriate administrator shall review and sign each unit member's staff development plan. In the event that the proposed plan is not approved by the appropriate administrator, the appropriate administrator shall notify the unit member within ten (10) days. A unit member may, within ten days of notification of non-approval, appeal the decision in writing to the Vice-President for Instruction. The Vice-President for Instruction, or her/his designee shall evaluate the plan, and within ten (10) days, either approve the plan or explain in writing why the plan is not acceptable.

9.17.3.3 A unit member may modify or amend her/his plan for scheduled on-campus activities at any time up to one month before the scheduled activity with approval of the appropriate administrator. In such cases, the unit member must notify her/his appropriate administrator in writing. The plan for individual activities may be changed with approval of the appropriate administrator. Should the appropriate administrator not approve the changes or amendments, the unit member may appeal to the Vice-President for Instruction, whose decision shall be final.

9.17.3.4 A prorated number of staff development days shall be computed for unit pay/temporary unit members and instructors on reduced contract, partial contract, and sabbatical leave assignment.

9.17.3.5 Staff development days are regular duty days for unit members with all of the rights and responsibilities thereof.

9.18 Professional conference attendance

9.18.1 All regular and contract unit members shall be entitled to $100 to cover the cost of all or a portion of the cost of attending professional metings or conferences. Unit members may assign their conference funds to another unit member and the District may add to the fund.

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ARTICLE 10

LEAVES

10.1 General Provisions

10.1.1 All paid leaves granted pursuant to the provisions of this Article shall be credited as service for step advancement on the salary schedule, and to the extent permitted by law, shall be credited toward retirement in the same proportion as salary received.

10.1.2 The Board of Trustees may extend any leave granted pursuant to this Article.

10.1.3 Upon return from a leave granted pursuant to this Article, a bargaining unit member shall be assigned to an equivalent position for which the unit member is credentialed and qualified. The District shall attempt to return the unit member to the same assignment held at the beginning of the leave if that assignment is available. Each unit member returning from leave may make other arrangements with the District either prior to the leave or prior to returning from the leave.

10.1.4 Leaves provided in this section apply to all contract and regular unit members in proportion to the number of teaching units for which they are employed. Unit pay/temporary members are entitled to the leaves provided in Sections 10.3, 10.4, 10.5, 10.6, 10.8, and 10.9 in proportion to the number of teaching units for which they are employed.

10.1.5 To the extent permitted by law and by District insurance carriers, unit members on unpaid leaves may continue to participate in District-mandated health and welfare benefits (excluding State Teachers Retirement System and income protection plans) by arranging with the District to pre-pay appropriate premiums for such health and welfare benefits to the District.

10.2 Personal Illness and Injury Leave

10.2.1 Regular and Contract Employees

Full-time regular and contract unit members shall be entitled to ten (10) days leave with full pay for each academic year of service for purposes of personal illness or injury. Regular and contract unit members who work less than full time shall be entitled to that ratio of the ten (10) days leave as their instructional assignment bears to a full-time assignment.

10.2.2 Unit Pay/Temporary Employees

Unit pay/temporary unit members shall be entitled to leave with full pay for purposes of personal injury or illness at the rate of one third (1/3) of a day per unit taught by the unit member per semester. Leave for unit pay/temporary unit members is deducted hour for lecture equivalent hour of class time missed due to personal illness or injury (see Appendix A).

For the purposes of this Agreement, a day shall consist of eight (8) hours.

10.2.3. Extended Illness and Injury Leave

After all earned leave, as set forth in Section 10.2.1 and Section 10.2.2 above, is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of Section 10.2.5 below are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute. The five-month period shall begin upon the expiration of the unit member's accumulated sick leave.

10.2.4 Accumulation of Leave

If a unit member does not utilize the full amount of leave as authorized in Section 10.2.1 and 10.2.2 above in any academic year, the amount not utilized shall be accumulated from year to year.

10.2.5 Verification of Illness or Injury

After six consecutive days of absence, or upon reasonable belief of abuse of sick leave, and upon request by District management, a unit member shall be required to present a certificate signed by the unit member verifying the actual illness or injury, or present a certificate signed by an appropriate certified medical authority.

10.2.6 Notification of Absence

To permit the District time to secure substitute service, a unit member shall notify the District of her/his absence a reasonable time prior to the start of the unit member's assignment. The absent unit member shall first attempt to notify the appropriate division chair. If the unit member is unable to contact the division chair, he/she shall telephone the District's 24-hour central number and leave a message regarding the unit member's absence. The unit member shall furnish directions for a substitute.

10.2.7 Deduction from Leave

A unit member who misses any scheduled duties due to personal illness or injury shall have leave deducted from their accumulated leave in increments according to Appendix A or B; where eight (8) hours deducted leave is equivalent to one day.

10.2.8 Notification of Return

A unit member shall make a reasonable attempt to notify the manager or designee of the unit member's intent to return or not to return the following day, prior to the end of the college business day.

10.2.9 Completion of Absence Forms

Each unit member shall complete the District absence form (Appendix C or D) and submit it to the appropriate manager or designee upon return from an absence for illness or personal injury under Section 10.2. Whenever possible, unit members taking personal necessity leave under Section 10.3, or bereavement leave under Section 10.4, shall complete the absence form prior to her/his absence.

10.3 Personal Necessity Leave

10.3.1 Leave which is credited under Sections 10.2.1 and 10.2.2 of this Article may be used, at the unit member's election, for the purposes of personal necessity; provided that use of such personal necessity leave does not exceed six (6) days in any academic year.

10.3.2 For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the unit member's immediate family, as defined in Section 10.4.2 herein; (b) an accident which is unforseen involving the unit member's person or property, or the person or property of a unit member's immediate family; (c) illness or accident to the unit member's immediate family; and (d) appointments for the purpose of conducting personal legal affairs or personal financial transactions that cannot be conducted outside of working hours; or (e) other personal necessities which are approved by the Superintendent/President or her/his designee, provided that under no circumstances shall leave be available for purposes of extending a holiday or vacation period for a recreational or social activity.

10.3.3 Except in cases of emergency, before the utilization of personal necessity leave, a unit member shall obtain prior written approval from the appropriate supervisor, except in cases (a), (b) or (c) in Section 10.3.2. Should the circumstances outlined in (a), (b) or (c) arise, the unit member shall make every effort to comply with District procedures to enable the District to secure substitute service.

10.3.4 Deduction from Leave

A unit member who misses any scheduled duties due to personal necessity shall have leave deducted from their accumulated leave in increments according to Appendix A or B; where eight (8) hours deducted leave is equivalent to one day.

10.3.5 Completion of Absence Forms

Each unit member shall complete the District Absence Form (Appendix C or D) and submit it to the appropriate supervisor or designee upon return from an absence for personal necessity under Section 10.3.

10.4 Bereavement Leave

10.4.1 In the event of the death of any member of her/his immediate family, a unit member shall be entitled to three (3) days leave of absence, or five (5) days leave of absence if the unit member must travel more than 300 miles or out of state or if the death is of a spouse or child, without loss of salary or deduction from sick leave.

10.4.2 For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, any relative living in the immediate household of the employee, or any person having a similar close relationship with the employee which the Suprintendent/President or the Board may accept as qualifying for bereavement leave.

10.4.3 Additional leave with full compensation may be granted by the District in case of demonstrated need.

10.5 Individual Responsibility Leave

10.5.1 The District shall grant up to two (2) days Individual Responsibility Leave, without loss of salary or deduction from sick leave for the observance of major religious holidays of the unit member's faith or parental responsibilities that cannot be scheduled outside working hours.

10.5.2 Deduction from Leave

A unit member who misses any scheduled duties due to Individual Responsibility Leave shall have leave deducted according to Appendix A or B; where eight (8) hours deducted leave is equivalent to one day.

10.5.3 Accumulation of Individual Responsibility Leave

Individual Responsibility Leave shall not accumulate from year to year.

10.5.4 Before the utilization of Individual Responsibility Leave, except in cases of emergency, a unit member shall obtain prior written approval from the appropriate supervisor. The unit member shall make every effort to comply with District procedures to enable the District to secure substitute service.

10.6 Leave for Pregnancy Disability

10.6.1 Unit members are entitled to use sick leave as set forth in Sections 10.2.1, 10.2.2, and 10.2.3

for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

10.6.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Sections 10.2.1, 10.2.2 and 10.2.3 has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician.

10.7 Leave Without Pay for Child Bearing Preparation and Child Rearing

10.7.1 Upon request by the unit member and approval of the Governing Board, leave without pay or other benefits shall be granted to a unit member for preparation for child bearing and for child rearing. Use of child bearing preparation leave shall not preclude subsequent use of pregnancy disability leave.

10.7.2 The unit member shall request such leave as soon as practicable, but no less than sixty (60) calendar days prior to the date on which the leave is to begin, except in cases of emergencies. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

10.7.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made in consultation with the Superintendent/President or her/his designee, taking into consideration the scheduling and replacement problems of the District and the needs and interests of the unit member.

10.7.4 The duration of such leave shall consist of no more than twelve (12) consecutive months. An extension of leave may be granted, not to exceed an additional twelve (12) months.

10.7.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child bearing leave or leave for child rearing, unless the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.

10.7.6 If a unit member is on leave for child bearing preparation or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District shall assign the unit member to a position as soon as practicable.

10.8 Industrial Accident Leave

10.8.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury or illness which has qualified for workers' compensation under the provisions of the State Workers' Compensation Insurance Program.

10.8.2 In any one fiscal year, allowable leave shall be for not less than sixty (60) days during which the College is required to be in session or when the employee would otherwise have been performing work for the District.

10.8.3 Pursuant to the statutory provisions of the state workers compensation system, the District has the right to have the unit member examined by a physician designated by the District at the District's expense, to assist in determining the length of time the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved.

10.8.4 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him or her for the same illness or injury.

10.8.5 Allowable leave shall not accumulate from year to year.

10.8.6 Industrial accident or illness leave shall commence on the first day of absence.

10.8.7 For any days of absence from duty as a result of the same industrial accident, the unit member will receive a check from the appropriate insurance fund which would make the total compensation from both insurance and District sources equal 100% of the amount the unit member would have received as salary had there been no industrial illness or accident.

10.9 Judicial Leave

10.9.1 A unit member shall be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written notification to the appropriate supervisor as soon as the unit member is aware of a request for appearance.

10.9.2 The unit member, while serving on jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, exclusive of any mileage reimbursement.

10.9.3 Paid judicial leave shall not be provided for unit members who serve as paid expert witnesses.

10.10 Exchange Teaching Leave

10.10.1 An exchange leave is a leave granted to permit an employee to serve as an exchange professional in any foreign country or in any state, territory, or possession of the United States.

10.10.2 Exchange leaves of absence may be granted by the Board of Trustees to unit members who meet the following requirements:

(a) The unit member must have regular status in the District on the effective date of the leave; and

(b) An exchange agreement must be signed by the employees and the districts concerned.

10.10.3 The exchange is for one (1) year, unless extended for one (1) additional year by consent of the governing board and the unit member concerned.

10.10.4 During the exchange leave, the unit member will be paid by the District at the unit members regular rate of pay, and the other instructor will be paid by her/his educational institution.

10.10.5 At the completion of any exchange, the unit member shall return to duty in the District and shall serve full time for at least two (2) consecutive years before being eligible for other exchange assignment.

10.10.6 Credit for service on exchange leave counts toward advancement on the salary schedule as if such service were given in the District, provided that the unit member served the same number of days in the exchange position as she/he would have been required to serve at the District.

10.10.7 Service on an exchange leave grants credit toward retirement. If retirement contributions are not deducted from compensation, the unit member must personally arrange for payment of required contributions.

10.10.8 If the unit member wishes to request an extension of her/his exchange leave, such request shall be made not lager than two (2) months prior to the expiration of her/his leave.

10.11 Military Leave

10.11.1 Military leave shall be provided in accordance with statutory provisions.

10.12 Other Leaves Without Pay

10.12.1 Upon recommendation of the Superintendent/ President and approval by the Boarad of Trustees, leave without compensation, salary increment, tenure and professional development (sabbatical) leave credit may be granted to contract and regular unit members for a period of up to one (1) year. Upon approval of the

District, such leave may be extended one (1) year. Unpaid leaves may include but are not limited to the following: (a) government or legislative service; (b) recuperation and rest; (c) travel, study professional or education pursuits; (d) work experience; and (e) any other reason deemed sufficiently important by the Distict.

10.12.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by the ninth (9th) week of the final semester of the leave as to an intent to return to employment in the District.

10.12.3 Approved leaves of a semester or less shall not constitute a break in service for the purpose of salary schedule advancement.

10.12.4 Partial Unpaid Leave of Absence

10.12.4.1 Regular unit members may take a partial unpaid leave by accepting less than a full-time assignment. In such leaves regualr unit members shall continue to fulfill appropriate pro rata share of regular full-time duties. Written request for such leave shall be submitted to the President three (3) months in advance. With the mutual consent of the District and the bargaining unit member, this time line may be waived. Partial unpaid leaves may be extended with District approval.

10.12.4.2 Partial Unpaid Leaves of One Year or Less

A unit member on a partial unpaid leave of one (1) year or less may return to a full-time assignment at the beginning of a semester, provided that the District is notified prior to the preparation of the schedule for that semester, in no event less than three (3) months before the semester begins.

10.12.4.3 Partial Unpaid Leaves Exceeding One Year

A unit member who desires a partial leave for longer than one (1) year may pursue one of the following options:

10.12.4.3.1 If the unit member desires a reduced assignment for a specific period of time which exceeds one (1) year, prior to the beginning of the leave, the unit member and the District may mutually agree to the terms of the partial unpaid leave, including the length of the leave and the full-time assignment to which the unit member will return.

10.12.4.4 Unit members on partial unpaid leaves shall receive benefits on a pro rata basis of a full-time contract, or may receive full benefits by paying the difference.

10.12.4.5 Unit members on partial leave without pay shall receive personal illness, personal necessity, bereavement, and individual responsibility leaves on a pro rata basis of full-time contract.

ARTICLE 11

WORKLOAD

11.1 General Provisions

11.1.1 Class Size

The District reserves the right to cancel any class that does not meet the minimum requirements. Maximum class size shall not exceed current practice.

11.1.2 Teaching Load - Contract or Regular

11.1.2.1 A standard full-time teaching load shall be thirty (30) teaching units per year, except as noted in 11.4.2 and in those Departments where current practice requires 31 or 32 teachng units per year (i.e. English and Foreign Languages). A unit member's load may range from twenty-nine (29) teaching units to thirty teaching units per year and still be considered a full load.

11.1.2.2 The standard full teaching load shall consist of two (2) semesters of thirteen (13) to seventeen (17) teaching units each.

11.1.2.3. No unit member shall teach less than thirteen (13) teaching units per semester except by mutual consent, or unless fewer than thirteen (13) teaching units are required to complete thirty (30) teaching units per year.

11.1.2.4 A unit member may meet part of her/his load by teaching during summer sessions or at any other time of the year whenever the CCFT and the District agree that such teaching is required by the needs of the particular program.

11.1.3 Office Hours

11.1.3.1 Definition

An office hour is defined as a fifty (50) minute period of time outside of a regularly scheduled teaching assignment when a unit member is required to be available for student consultation and present in her/his office or in a posted instructional area; i.e. classroom or laboratory related to her/his teaching assignment.

11.1.3.2 Contract and regular unit members shall schedule office hours with the concurrence of the Division Chair or appropriate supervisor. Unit pay/temporary unit members are not required to hold office hours.

11.1.3.3 Number of hours

11.1.3.3.1 Full-time contract or regular unit members shall schedule and hold a minimum of one (1) office hour per day during the normal college business week. In cases where a unit member teaches weekend or, evening classes on the same day as she/he teaches a day class, office hours shall be scheduled to be congruent with those offerings. In any event, the number of hours shall not exceed five (5).

11.1.3.3.2 Regular and contract unit members who work less than full-time shall schedule and hold the same ratio of office hours as their instructional assignment bears to a full-time assignment.

11.1.3.4 Posting

All contract and regular teaching unit members shall post their schedule of office hours on, or adjacent to, their office doors. A copy of each unit member's class and office hour schedule shall be submitted to the appropriate administrator no later than the end of the first teaching week of each semester on forms provided by the District.

11.1.3.5 Rescheduling

With advance approval of the appropriate administrator, unit members may reschedule office hours as necessary. Such changes shall be posted on their office doors with their schedule of office hours, and a copy shall be given to the appropriate administrator.

11.1.4 No unit member shall be required to have fewer than twelve (12) hours from the end of one day's work to the beginning of the next.

11.1.5 Scheduling of classes

11.1.5.1 Each regular and contract unit member shall prepare a proposed schedule of her/his duties for the upcoming semester in accordance with departmental decisions regarding offering and schedules, and present it to her/his appropriate administrator at least two weeks in advance of the division's scheduling deadline. The schedule shall be in accordance with the standard workload provisions.

11.1.5.2 The appropriate administrator shall make the final scheduling assignments after reviewing the proposed schedules.

11.1.5.3 In the event the appropriate administrator determines that a regular or contract unit member's proposed schedule must be modified, the appropriate administrator shall meet with the unit member and explain the modification. A new schedule for the unit member shall be worked out by the appropriate administrator.

11.2 Semester Load Factor

11.2.1 The "Semester Load Factor" establishes the relationship between teaching units and clock hours per week for given activities of unit members.

11.2.2 Semester Load Factor Table

11.2.2.1 Each hour of lecture, recitation or problem solving, the first hour of

laboratory, visual art studio, dental clinic or discussion
1.00 Teaching Unit

11.2.2.2 Each hour of ECE practicum or workshop 0.33 Teaching Unit

11.2.2.3 Each hour of physical education activity 0.75 Teaching Unit

11.2.2.3 Each hour of Laboratory Instruction and dental clinic after the first hour
0.50 Teaching Unit

11.2.2.4 Each hour of Nursing Clinic
0.67 Teaching Unit

11.2.2.5 Each hour of Studio Art after first hour 0.60 Teaching Unit

11.2.2.6 Each hour of composition class requiring 6,000 or more written original words in the class during the semester 1.30 Teaching Unit

11.2.2.7 Each hour of rehearsal, lecture, or critique in performance classes
1.00 Teaching Unit
(No performance class may equal more than four (4) teaching units, regardless of the number of hours per week spent in rehearsal.)

11.2.2.8 Each hour of courses requiring a minimum of 4,000 words of critical analytic written work per semester (essay examinations and/or major papers), assigned, read and evaluated by the unit member. The written work must be the primary mode for evaluating students' performance. Such courses shall be so designated in the course schedule and college catalog. Adding or removing such designations shall be at the discretion of the departments involved. (See Appendix E--The Writing Factor Program.)

1.25 Teaching Unit

11.2.2.9 Each hour of a lecture class exceeding seventy (70) students at first census 1.25 Teaching Unit

(A unit member may agree to waive the class size factors in 11.2.2.9 of this Article in return for the provision of mutually agreed student assistance adequate to cover the increased burden of such classes.)

11.2.2.10 A unit member teaching discussion (X) sections only, of a lecture-discussion course shall, in addition to receiving one teaching unit for each hour of discussion (X) section taught, receive 0.33 teaching unit for each hour of lecture in that course attended per week.

11.3 Special Load Factors

11.3.1 A unit member directing a full scale theatrical and/or musical show shall receive six (6) teaching units for such direction.

11.3.2 A regular load in physical education shall not consist of more than nine (9) classes.

11.3.3 The head coaches of football, men's basketball, and women's basketball, shall each receive nine (9) teaching units for such coaching.

11.4 Special Load Considerations

11.4.1 Art Studio

Art studio classes shall each have a maximum enrollment of twenty-five (25) students per class at first census. A unit member may, at their own discretion, add up to two (2) additional students.

11.4.2 English Composition

English composition classes shall have a maximum enrollment of thirty (30) students at registration. A unit member may, at their own discretion, add additional students up to 32 per class.

11.4.3 A unit member teaching special studies, whether for individual students or for small groups, for which she/he assumes normal grading and recording keeping responsibilities, shall receive compensation at the rate of one (1) teaching unit of unit pay for every fifteen (15) special studies student units. Special studies student units shall be cumulative semester by semester, but the cumulative period shall not exceed two (2) years. Reasonable time of payment by the District for accumulated teaching units shall be mutually agreed upon by the unit member and the District.

11.5 Certificated Specialists Load

11.5.1 Definition

Certificated specialists are those regular or contract employees designated by the District whose duties require certification qualifications, the responsibilities of which are primarily non-classroom teaching or individualized instruction. Such unit members include,but are not limited to counselors, librarians and those unit members providing services for EOPS, Individualized Instruction, Learning Skills, Writing Center, Computer Center, Stroke Center and Women's Center.

11.5.2 Loading Standards

Certificated specialists shall work 35 hours per week, the hourly distribution of which shall be based on current practice in the District. Each hour of instruction shall reduce this load by one hour.

11.5.3 Certificated specialists assigned to perform duties on any day in addition to the unit member's contract days of service, as provided in this contract, shall be compensated at the contract daily rate. The contract daily rate is determined by dividing the unit member's annual salary by one-hundred-seventy-five (175).

11.6 Reassigned time and Directors

11.6.1 The Vice-president for Instruction or designee may release a unit member from part or all of her/his regular assignment to perform other assigned duties or to serve as a Director.

11.6.2 Definition

Directors are regular or contract unit members whose assignment includes directing the functions or activities of a program or center.

11.6.3 Release time and/or compensation

11.6.3.1 The released/rearranged time shall be converted to the appropriate fraction of a full-time equivalent. The release/rearranged time plus the regular assignment shall equal a full-time assignment.

11.6.3.2 If the above (11.6.3.1) cannot be accommodated, the release/reassigned time shall be averaged over two (2) consecutive semesters so that the number of hours released/reassigned and the classroom or non-classroom hours are adjusted to the nearest hour which completes a full-time assignment for a one year period.

11.6.3.3 Unit pay/temporary unit members shall be compensated at the unit pay rate for reassigned or director responsibilities.

11.6.3.4 A unit member teaching cooperative work experience shall be paid at the unit pay rate based on eight students equaling one lecture hour equivalency.

11.6.4 Summer session compensation

Directors assigned for the summer session shall be compensated as follows:

11.6.4.1 Per Diem rate:

Dental Director
EOPS Director
Supportive Services
Stroke Center
Computer Center Director
Nursing Director
Children's Center
Athletic Director

11.6.4.2 Unit rate

All other directors or special assignments shall be compensated at the unit rate.

11.6.4.3 Summer session can be part of a regular assignment for year-round

Nursing programs. An assigned unit member will be compensated by a corresponding reduction in teaching time from the 175 contract days of instruction.

11.7 Unit Pay/temporary Workload

A unit pay/temporary unit member teaching load shall consist of no more than sixty percent (60%) of the standard full-time teaching load.

11.7.1 A unit pay/temporary unit member who is authorized by a Dean of Instruction to perform services beyond normal course preparation or classroom activity shall be compensated at her/his unit rate. Unit pay/temporary unit members shall be compensated at the unit rate for reassigned or director responsibilities.

11.7.2 A unit pay/temporary unit member who services as an evaluator shall be compensated for two hours at an hourly rate calculated on the basis of her/his placement on the salary schedule.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 Definitions

12.1.1 A "grievance" is defined as a formal written allegation by a grievant that a specific provision of this Agreement has been misinterpreted, misapplied or violated.

12.1.2 A "grievant" is any bargaining unit member adversely affected by an alleged violation of the specific provisions of this Agreement, or the CCFT. Unless CCFT is grieving Article 7 of this Agreement, the CCFT shall name a bargaining unit member or members for each grievance filed.

12.1.3 A "day" is any day in which the administrative offices of the Cabrillo Community College District are open for business.

12.1.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

12.1.5 A "CCFT representative" is designated by the CCFT to represent a grievant.

12.2 General Provisions

12.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

12.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12.2.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.

12.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled by the decision at the previous level and that the grievant waives the right to further appeal.

12.2.5 Failure of the District to adhere to the time deadlines at any level shall mean that the grievance is automatically moved to the next level.

12.2.6 By mutual agreement in writing, the grievant and the District may extend the time deadlines at any level.

12.2.7 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. In any event, meetings shall not be scheduled so as to interfere with the CCFT representative's teaching schedule unless mutually agreed otherwise by the CCFT and the District. The CCFT representative shall be released from teaching duties for meetings or hearings at Level IV which conflict with her/his teaching schedule. If any grievance meeting or hearing must be scheduled during the teaching day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

12.2.8 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party's choice; however, an agent of a nonexclusive representative group shall not act on behalf of or represent the grievant. The CCFT representative as defined in this Article may present the case for the grievant or respondent or serve as an advisor. A bargaining unit member designated by CCFT to represent a grievant shall receive reasonable release time as provided in Article 7.6 of this Agreement to attend grievance meetings and hearings provided for in the grievance procedure.

12.2.9 The grievant may elect to have the grievance adjusted without the intervention of the CCFT, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the District shall not agree to a resolution of the grievance at levels two (2) and three (3) until the CCFT has received a copy of the grievance and the proposed resolution, and has been given reasonable opportunity to file a response.

12.2.10 If a grievance is filed at the end of the academic year, and if being left unresolved until the beginning of the subsequent academic year would result in harm to the grievant, then by mutual agreement, the time limits herein will be reduced so that the procedure will be exhausted as soon as practicable.

12.2.11 If the grievance involves action or inaction by an administrator above the grievant's immediate supervisor as defined above, the grievance may be filed in writing at Level III - Superintendent/ President.

12.2.12 Grievances of a similar or like nature may be joined as a single grievance upon the written consent of the CCFT. The final decision shall be binding upon all parties to the consolidated grievance.

12.2.13 The day following an actual service of written decision by either of the parties shall be counted as DAY ONE for any deadline.

12.2.14 By mutual agreement, at any time prior to arbitration, the grievance may revert to a prior level for reconsideration.

12.2.15 The parties may mutually agree to utilize expedited arbitration procedures.

12.3 Procedure

Grievances will be processed in accordance with the following procedures:

12.3.1 Level I - Informal Resolution

12.3.1.1 Any unit member who believes she/he has a grievance shall present the grievance orally to the immediate supervisor, within twenty (20) days after the grievant knew , or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall hold discussions and attempt to resolve the matter, and provide the grievant with her/his written decision on the grievance within ten (10) days after the presentation of the grievance.

12.3.2 Level II - Formal Written Grievance

12.3.2.1 If the grievance is not settled during the informal conference, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within five (5) days after the written decision by the immediate supervisor. The written information provided by the grievant shall include: (a) A description of the specific grounds of the grievance, including but not limited to names, dates, and places necessary for a complete understanding of the grievance, (b) a listing of the provisions of this agreement which are alleged to have been violated, (c) a listing of specific actions requested of the District which will remedy the grievance. Three (3) copies of the grievance form shall be completed by the grievant. The grievant shall submit one (1) copy to the immediate supervisor, one copy to the CCFT and retain the third copy.

12.3.2.2 The immediate supervisor shall communicate the decision on the grievance to the grievant in writing within ten (10) days after receiving the grievance.

12.3.2.3 Within the above time limits either party may request a personal conference.

12.3.3 Level III - Appeal to Superintendent/President

12.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within five (5) working days of the receipt of the decision at Level II appeal the decision on the appropriate form to the Superintendent/President. This statement shall include a copy of the original grievance and appeal, and a concise statement of the reasons for the appeal.

12.3.3.2 Within five (5) working days after receipt of the appeal, the Superintendent/President or designee shall schedule a conference with the grievant and other persons whose assistance to the Superintendent/President or designee is deemed necessary to adjust the grievance.

12.3.3.3 Within fifteen (15) days after receiving an appeal, the Superintendent/President or designee shall communicate in writing to the grievant and the grievant's immediate supervisor, the decision and the reasons therefor.

12.3.4 Level IV - Binding Arbitration

12.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may, within ten (10) days of the receipt of the decision submit a request in writing to the CCFT for arbitration of the dispute. Within ten (10) days of the receipt of the grievant's request for arbitration, the CCFT shall inform the District of its intent as to whether or not the grievance will be arbitrated. The CCFT and the District may attempt to agree upon an arbitrator. If no agreement can be reached, the CCFT and the District shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternatively strike names until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

12.3.4.2 The arbitrator shall, as soon as possible, hear evidence and tender a decision on the issue or issues submitted to her/him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

12.3.4.3 The District and the CCFT agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

12.3.4.4 After hearing evidence and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties, her/his findings and award.

12.3.4.5 The award of the arbitrator shall be final and binding.

12.3.4.6 The fees and expenses of the arbitrator shall be shared equally by the District and the CCFT. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

12.3.4.7 Alleged violations of Article 5 (Non-discrimination) shall not be subject to the binding arbitration provisions of this Article. If the grievant is not satisfied with the decision at Level III of the grievance procedure, the grievant may appeal the decision to the Governing Board or pursue other remedies she/he may have before state or federal agencies or courts.

ARTICLE 13

SALARY

13.1 Initial Salary Placement

13.1.1 Step placement shall be based on in-district teaching service rendered, and credit for out-of-district teaching experience granted at the time of initial employment, or applicable work experience directly related to the teaching assignment granted at the time of initial employment.

13.1.2 Occupational experience directly related to the unit member's teaching assignment in the District will be credited as follows: for each two (2) years of previous related occupational experience, one (1) step advancement will be granted to a maximum of five (5) years. The experience must be beyond the occupational experience needed to satisfy the credential requirements.

13.1.3 Unit members shall receive one step advancement for each year of teaching experience, provided each year of teaching was on a full-time basis for seventy-five percent (75%) or more of an academic year. The maximum credit a unit member may initially receive is five years. Unit pay/temporary unit members shall receive one step advancement on the unit pay/temporary salary schedule for each two (2) semesters of teaching experience to a maximum of five (5) steps.

13.1.4 Credit for active, full-time military service may be granted on the basis of one step for twelve (12) to twenty-three months duty time and two (2) steps for twenty-four (24) or more months duty time.

13.1.5 Unit members with no previous experience will be placed at Step 1.

13.1.6 All new contract, regular and unit pay/temporary unit members will be evaluated and notified in writing of their initial placement on the salary schedule, within thirty (30) days of the beginning of their assignment. Permanent placement will be contingent upon submission of required records and documents within ninety (90) days of employment. Changes made in salary placement as a result of documentation submitted after the permanent evaluation will be effective the beginning of the fall semester of the following year.

13.2 Step advancement and career increments

13.2.1 Contract and regular unit members with an assignment of 60% or more shall receive one step advancement within the appropriate class upon satisfactory completion of at least seventy-five percent (75%) of the number of days of required service including days of paid leave and professional development in the preceding year or in two semesters until the maximum step allowed has been reached.

13.2.2 Unit pay/temporary unit members shall receive one step advancement within the appropriate class in the unit pay/temporary salary schedule, for each two semesters of service to the District.

13.2.3 Career increments shall be granted to regular unit members at five (5) year intervals after reaching the 12th step. A unit member qualifies for the career increment applicable to the Class in which her/his educational qualifications place her/him at the completion of the 5 year service requirement. If a unit member changes Class after qualifying for the increment in the new class, the increment shall be effective the beginning of the following fall semester.

13.2.3.1 Class 4: Unit members earn one (1) career increment. The increment is equal to the difference between the 5th and 6th steps in Class 4.

13.2.3.2 Class 5: Unit members earn two (2) career increments at the rate of 1.5 times the differential between the 5th and 6th steps in Class 4.

13.2.3.3 Class 6: Unit members earn three (3) career increments at the rate of two times the differential between the 5th and 6th steps in Class 4.

13.3 Placement in salary schedule class (column)

13.3.1 Unit members shall be assigned a class (column) on the salary schedule(s) in accordance with the classification requirements defined herein below:

13.3.1.1 Class 1 - Bachelors Degree or Limited Credential

13.3.1.2 Class 2 - Masters Degree or Lifetime Vocational Credential

13.3.1.3 Class 3 - Bachelors Degree plus 45 Units (including Masters Degree) or Class 2 plus 15 Units

13.3.1.4 Class 4 - Class 3 plus 15 units

13.3.1.5 Class 5 - Class 4 plus 15 units

13.3.1.6 Class 6 - Class 5 plus 15 units or Doctorate Degree

13.3.2 The Doctoral stipend shall be granted to unit members who qualify for Class 6 and hold a Master of Fine Arts Degree in the Visual Arts from a professional art school or university accredited by the National Association of Schools of Arts and Design.

13.4 Professional Improvement and work experience credits

13.4.1 Graduate or upper division course work earned subsequent to attainment of a Bachelor's Degree in a regularly accredited college or university shall be credited for salary schedule class/column purposes. With the prior approval of the Vice-President for Instruction, lower division course work related to the unit member's assignment may be accepted. Honorary degrees are not acceptable for placement and/or advancement on the salary schedule. Units which are not accepted for credit by the institution where such courses were taken will not be acceptable for placement and/or advancement on the salary schedule. Coursework is credited in semester units. A quarter unit equals two thirds (2/3) of a semester unit.

13.5 Only one advancement in salary class may be achieved per year, and the unit member requesting a change must submit all relevant degrees, transcripts and documents no later than November 1 of the year of the salary class change. A unit member may advance as many classes in a year as the earned credit allows.

13.6 A unit member who conducts an authorized field/travel study shall be compensated at the unit pay rate.

13.7 A unit member teaching a field course shall be compensated for field expenses at the rate of $50.00 for each week spent in the field. Transportation shall be reimbursed at the prevailing District rate.

13.8 Privileges

13.8.1 Unit members shall receive one staff parking permit per year without charge.

13.8.2 Unit members shall, upon request, be provided with a pass good for free admission to college-sponsored, regular season, athletic events.

13.8.3 Unit members who are assigned to off-campus worksites, shall be reimbursed for travel between assigned work sites at the prevailing District rate.

13.9 Salary Schedule

13.9.1 The contract and regular salary schedule, including career increments and the doctoral stipend, shall be improved by 5% in 1985-86 (as noted in Appendix F).

13.9.2 Unit pay/temporary salary schedule

13.9.2.1 The unit pay/temporary salary schedule shall have the same number of steps and columns as the full-time salary schedule.

13.9.2.2 The salary paid per teaching unit on the unit pay/temporary salary schedule shall be calculated by taking the corresponding annual salary from the full-time salary schedule, dividing that number by thirty (30) and taking sixty percent (60%) of the result. A cap of $500 shall be established as shown in Appendix G. This salary schedule shall take effect Spring semester 1986.

13.9.3 The Children's Center salary schedule shall be adjusted as in Appendix H in 1985-86.

13.9.4 Retroactive pay adjustments shall be made as soon as possible

ARTICLE 14

HEALTH AND WELFARE INSURANCE COVERAGE

14.1 Insurance Coverage

14.1.1 The District agrees to make available medical, dental and life insurance. All regular and contract unit members are required to participate in the plans provided in relationship to the amount of their insurance stipend. Unit members may secure more insurance than their stipend covers by authorizing a salary deduction to cover the added premium cost.

14.2 District Paid Insurance Stipend

14.2.1 The District shall provide a five percent (5%) increase in the insurance stipend for 1986-87. The District shall provide full time regular and contract unit members up to $3,033 per year, calculated and paid on a monthly basis, an insurance stipend based on their assignment status as follows:

14.2.1.1 Ten months assignment: 10 * $303.30 monthly ($3,033 annually)

14.2.1.2 Regular or contract unit members working partial assignments shall receive a pro rata stipend based on the percentage of their assignment.

14.3 Insurance Programs

14.3.1 Medical coverage for the unit member is mandatory unless proof of other satisfactory coverage is provided to the District. The unit member shall select from the following:

(a) Blue Cross 365 plan with first office call option

(b) Blue Cross 365

(c) Blue Cross Prudent Buyer Plan

(d) Blue Cross Take Care Health Maintenance Program

14.3.2 Dental Insurance. Participation in the Delta Dental Standard Plan with $1,500 maximum benefit is mandatory for the unit member and all dependents.

14.3.3 Life Insurance. Participation in United Olympic Insurance salary based limit plan is required of all eligible bargaining unit members.

14.4 If an eligible unit member has stipend monies left after covering required insurance premiums, such monies may be placed in a qualified Tax Shelter Annuity Plan (TSA) or federal equivalent plan with a District qualified plan provider. It shall be the responsibility of the unit member to select the company and to make necessary contracts and arrangements. Payment will begin on a monthly basis after submission of necessary documentation to the personnel office. TSA allocations are not retroactive.

14.5 Unit Pay/Temporary Unit Members

14.5.1 Unit pay/temporary unit members after four (4) consecutive semesters of service carrying a load of seven and one-half (7 1/2) or more teaching units per semester, shall receive the Blue Cross 365 plan with first office call option, for one person, and the Dental insurance coverage for one person.

14.5.2 A unit pay/temporary unit member who wishes to increase the amount of her/his insurance coverage, may reimburse the District accordingly.

ARTICLE 15

LAYOFFS

15.1 At least 120 days prior to the effective date of a proposed layoff of bargaining unit members, the District will give the Union notice and an opportunity to bargain any impacts of the proposed decision to layoff which are within the scope of representation.

ARTICLE 16

UNIT PAY/TEMPORARY FACULTY

16.1 Definitions

"Unit pay/temporary instructor" means a bargaining unit member who is employed and classified as a temporary employee in accordance with Education Code Sections 87478, 87480, 87481, 87482, or 87482.5.

16.2 Notification of Full-Time Vacancies

Unit pay/temporary unit members may notify the District of their interest in vacancies in particular divisions/departments by submitting an "Availability Statement" (Appendix I). Based on the Availability Statements on file, the District shall notify unit pay/temporary unit members of appropriate certificated full-time bargaining unit vacancies prior to any public posting or advertising of such vacancies. The CCFT shall be notified of all full-time bargaining unit vacancies prior to any public posting or advertising.

16.3 Scheduling: Availability Statement

16.3.1 A unit pay/temporary unit member shall have the opportunity to state his or her availability and assignment preference by submitting an "Availability Statement" to the appropriate division chair (or program head when the course falls outside the division) prior to the development of the schedule for each semester or session. If a unit pay/temporary unit member does not receive an assignment for any given semester or session the appropriate administrator shall notify the unit member in writing. Reasons for not receiving an assignment shall include:

(a) less than satisfactory evaluation

(b) termination of course offering

(c) return of a probationary or regular contract member from leave, where the unit pay/temporary unit member was employed as a temporary replacement

(d) consolidation of positions toward a contract position

(e) the need of a regular or contract unit member to complete a normal load

(f) reduction in force

(g) maintenance of continuity and quality of educational program

(h) demonstrated need of the District

If a unit pay/temporary unit member does not receive an assignment for any given semester or session the unit member may continue to submit "Availability Statements" to the appropriate administrator.

16.3.2 A unit pay/temporary unit member may indicate on the statement of availability that she/he will not be available for service for up to two semesters. In such cases the unit pay/temporary unit member shall not lose her/his place on the length of service list.

16.3.3 "Availability Statements" shall be used in making decisions pursuant to Section 16.4 below.

16.4 Notification of Assignment

In offering an assignment to a unit pay/temporary unit member each semester or session, the District will give consideration to the following:

(a) Availability Statements on file with the District

(b) Evaluations

(c) Length of service as defined below in 16.8

(d) Educational preparation and recency of study, relevancy and recency of related work experience.

(e) Maintenance of continuity and quality of educational programs.

16.5 Cancellation or Withdrawal of Tentative Assignment

Unit pay/temporary teaching assignments are made by the District on a tentative basis, subject to a number of institutional factors: (1) Administrative and Governing Board approval; (2) class size; (3) possible assignment of a contract or regular instructor, as a part of a normal load, to one or more classes tentatively assigned to a unit pay/temporary instructor. If an assignment is cancelled or withdrawn by the District, the cancellation or withdrawal will be effective when the unit pay/temporary unit member is notified by the division chair or administrative dean. If the instructor is not notified until the day of the class meeting, she/he shall be compensated for the length of the class up to a maximum of three (3) hours.

16.6 Arbitrability

Grievances concerning the interpretation and application of Sections 16.3, 16.4, and 16.5 are not subject to the Arbitration provisions of this Agreement.

16.7 Workload

A unit pay/temporary unit member workload shall not exceed sixty percent (60%) of the standard full-time unit member workload (see Article 11).

16.8 Length of Service

A unit pay/temporary unit members length of service list shall be established and maintained by the District Personnel Office in consultation with the department or division chairs and CCFT. The list shall be based on the first date of paid temporary certificated employment of each unit pay/temporary unit member. At the discretion of an appropriate administrator, an additional list may be maintained by specific course or courses. When such lists are established CCFT shall be consulted.

16.9 Evaluation

16.9.1 Unit pay/temporary faculty shall be evaluated during the first and third semesters and once every two years thereafter pursuant to the purpose and criteria set forth in Articles 17.2 and 17.3.

16.9.2 Unit pay/temporary faculty shall be evaluated according to the scheduled times set forth in Article 17.5.

16.9.3 Unit pay/temporary unit members teaching seven (7) or more units may request, in writing, and shall be evaluated pursuant to Article 17.5. Absent a written request from the instructor for an evaluation pursuant to Article 17.5, the instructor shall be evaluated according to Article 17.7.2.

16.9.4 Unit pay/temporary unit members teaching fewer than seven (7) units shall be evaluated by the appropriate administrator or her/his designee. The procedures shall be the same as outlined in Article 17.5, except that the appropriate administrator shall solely act as the evaluation team.

16.9.5 The unit pay/temporary unit member evaluated under Article 17.7.2, may request, in writing, an evaluation by an evaluation team as designated in Article 17.6. With the approval of the Division Chair or other appropriate administrator, an evaluation team shall be constituted and shall proceed with the evaluation process in a timely manner pursuant to Article 17.5. In the case of denial, the appropriate administrator shall reply, in writing, giving her/his reasons for denial. During the evaluation of a unit pay/temporary unit member, the appropriate administrator or designee shall make at least one (1) classroom/

worksite visitation. This visitation shall be conducted according to the procedure outlined in Article 17.6.5.

16.10 Salary

Unit pay/temporary unit members shall be compensated according to the salary schedule attached as Appendix G.

16.11 Health and Welfare Benefits

Unit pay/temporary unit members who do not receive an assignment and who are otherwise eligible for medical benefits will maintain their eligibility for benefits for one semester and/or may maintain the benefits by paying the cost of the premiums for one semester. Unit pay/temporary unit members who indicate on an Availability Statement that they will not be available for service for up to two semesters and who otherwise qualify for medical benefits will retain their eligibility for benefits for up to two semesters and/or may maintain the benefits by paying the cost of the premiums.

16.12 Office Hours

Unit pay/temporary unit members are not required to hold office hours. If a unit pay/temporary unit member desired to meet privately with students, however, the unit pay/temporary unit member and a contract or regular unit member may mutually agree to joint use of office space provided by Article 8.5. In the event that the unit pay/temporary unit member is unable to agree jointly to use office space, the District shall make every reasonable effort to designate reasonable meeting space.

16.13 Other Provisions

Except as otherwise provided in this Article, all other provisions in this Agreement apply equally to unit pay/temporary unit members on a pro-rata basis except Sabbatical Leave. Article 10.7 (Leave Without Pay for Child Bearing Preparation and Child Rearing), Article 10.10 (Exchange Teaching Leave), Article 10.11 (Military Leave), Article 10.12 (Other Leaves Without Pay), Article 15 (Layoffs), and Article 18 (Retirement).

ARTICLE 17

EVALUATION

17.1 Definitions

17.1.1 For the purpose of this Article: "contract instructors" means a bargaining unit member who is employed on the basis of a contract in accordance with the provisions of Education Code Section 87605 or Section 87608(b). A contract instructor is a probationary employee. A "contract instructor" is commonly referred to as "probationary faculty" at Cabrillo College.

17.1.2 "Regular instructor" means a bargaining unit member who is employed in accordance with the provisions of Education Code Section 87608(c) or Section 87609. A regular employee is a permanent employee.

17.1.3 "Temporary instructor" means a bargaining unit member employed in accordance with Education Code Section 87478, 87480, 87481 or 87482. A "temporary instructor" is commonly referred to as "unit pay faculty" at Cabrillo College.

17.1.4 "Appropriate administrator" means the Division Chair, in relation to teaching faculty, or the Dean of Student Services, in relation to the counselors, or a Dean of Instruction, or the Vice President for Instruction and/or the Superintendent/President, if they are the immediate supervisor of the unit member.

17.2 Purpose

The primary purpose of the evaluation of certificated personnel is the continued improvement of instruction at Cabrillo College. Other purposes include the maintenance of quality in programs and instruction, and the professional competence of the faculty.

17.3 Criteria

The criteria used to evaluate unit members shall be:

(1) Expertise in subject matter or professional field.

(2) Effectiveness in carrying out duties in instruction, counseling, library, or enabling, as appropriate for the unit member's assignment.

(3) Acceptance of professional responsibilities.

(4) Effectiveness of communications with students and staff.

17.4 Frequency of Evaluations

Probationary faculty shall be evaluated at least once during the first and third semesters of employment, and regular faculty once every two years. Unit pay faculty shall be evaluated during the first and third semesters and once every two years thereafter.

17.5 Procedural Timelines

In order to fulfill the purpose of this Article, probationary faculty and unit pay faculty shall be evaluated according to the scheduled times set forth below. Whenever possible, the same schedule shall also apply to regular faculty in the semester in which they are being evaluated. Failure to meet any single deadline in the schedule below shall not invalidate an evaluation so long as the entire evaluation proceeds on a reasonable time schedule and is completed by the last day of the semester the evaluation was begun.

17.5.1 All unit members being evaluated in a particular year shall be notified by the end of the (4th) fourth week of that year. Each step must be completed by the end of the appropriate week shown below during the semester of evaluation.

6th Week - Evaluation team is constituted.

8th Week - Optional team meeting or team chair distributes materials.

8th-12th Weeks - Any two week period scheduled for classroom/worksite visits. Student evaluations are to be solicited during the period.

13th Week - Team meeting is held.

14th Week - Final written evaluation is written by team chair.

15th Week - Final written evaluation signed by team members.

16th Week - Final written evaluation signed by person being evaluated.

17.6 Procedure - Regular and Contract

17.6.1 Each contract and regular faculty member shall be evaluated by a team consisting of no less than two (2) certificated staff including the appropriate administrator or her/his designee who shall chair the team. The person being evaluated shall select the other team member. At the option of the person being evaluated or the team chair, a third team member may be selected by the team chair from a list of three (3) or more division members submitted by the person being evaluated. The team shall consist of at least one person within the discipline or field of the person being evaluated, when possible. The evaluation team shall have no more than three members and shall conduct their evaluation in strict confidentiality.

17.6.2 During the first four (4) weeks of each academic year, the appropriate administrator shall inform those faculty who are to be evaluated that year as to the semester in which they will be evaluated, and supply them with a Notification of Evaluation form (Appendix J or K). The person being evaluated shall complete the form and in so doing designate her/his choice for the evaluation team, and her/his list of three candidates for the optional position on the committee.

17.6.3 Before the end of the sixth (6th) week of the semester the evaluation is to occur, the appropriate administrator shall constitute an evaluation team for each unit member to be evaluated that year, according to the criteria in 17.3 above, and notify the person being evaluated of the team's composition. Should the person being evaluated's choice for the committee, and/or all of her/his candidates be unable to serve, the appropriate administrator shall notifiy the person being evaluated and the person being evaluated shall submit a new choice and/or list of candidates. The appropriate administrator shall form a new committee as outlined above in a timely way, and notify the person being evaluated.

17.6.4 Team Procedures

17.6.4.1 At the request of any team member or the person being evaluated, the team shall meet with the person being evaluated to discuss the procedures and time lines for the evaluation.

17.6.4.2 The appropriate administrator shall provide copies of the person being evaluated's previous evaluation to the team members.

17.6.4.3 Upon request the person being evaluated shall provide any team member with the appropriate course schedule, outline, any material handed out to students, and any other material the person being evaluated chooses to add. In the case of counselors, the person being evaluated shall submit objectives and self-evaluation forms at this time.

17.6.4.4 If no meeting is held, the team chair shall have the responsibility to set time lines and distribute relevant materials.

17.6.5 Classroom/Worksite Visit

17.6.5.1 The class or worksite visitations shall occur within a two week period. After at least one week's prior notice, each committee member shall make at least one class visitation or worksite observation and complete the appropriate evaluation form.

17.6.5.2 In the case of counselors, worksite visitation shall occur in classes or in group sessions. Probationary counselors may be evaluated in academic counseling sessions.

17.6.6 Student Evaluations

17.6.6.1 During the two (2) week period of the classroom/worksite observations, the person being evaluated shall distribute and collect student evaluation forms in each class which is visited by a member of the evaluation team. Upon mutual agreement between the team and the person being evaluated, student evaluations from at least two classes from the end of the preceding semester may be used. These forms shall be given to the team chair prior to the team meeting (17.6.7).

17.6.6.2 Counselors, librarians, and enablers shall distribute the appropriate forms to their students over the two week period of evaluation. The team chair shall be responsible for the collection of the forms. The collected forms shall be submitted to the evaluation team by the team chair.

17.6.7 Team Meeting

17.6.7.1 Upon completion of the classroom/worksite visits, the team chair shall convene a meeting of the team and the person being evaluated.

17.6.7.2 Team members shall bring their evaluation forms. The person being evaluated may bring any materials she/he chooses.

17.6.7.3 At this meeting, the team shall discuss their observations, commendations and recommendations with the person being evaluated.

17.6.8 Final Written Evaluation

17.6.8.1 Based upon the information gathered throughout the process, the team chair shall prepare a final written evaluation according to the criteria listed in 17.3. If in the judgment of the team chair, work of the person being evaluated is less than satisfactory, she/he shall recommend either a reevaluation the following semester at the division level, or an administrative evaluation.

17.6.8.2 The team chair shall provide each team member with a copy of the final written evaluation which the team member shall review. This review shall be acknowledged by signature. Within five days, the team member may submit a written response to the evaluation, which shall be attached to it.

17.6.8.3 Before the end of the sixteenth (16th) week of the semester of evaluation, the appropriate administrator shall meet with the person being evaluated and present the evaluation. The person being evaluated shall acknowledge by signature that she/he has reviewed the document. Within eight (8) work days after this meeting, the person being evaluated may submit a written response to the evaluation, which shall be attached to it.

17.6.9 Adminstrative Review

17.6.9.1 After signature by the team members and the person being evaluated, final written evaluation and attachments shall be forwarded to the Vice President for Instruction for review.

17.6.9.2 After review by the Vice President for Instruction, and provided the final written evaluation did not recommend reevaluation at the Divisional or Administrative levels, the final written evaluation and attachments shall be placed in the evaluated instructor's personnel file. All materials except the final written evaluation shall be returned to the evaluated instructor.

17.6.10 Division Reevaluation

17.6.10.1 If the final written evaluation includes the recommendation that the person being evaluated be reevaluated at the division level, the appropriate administrator shall keep all of the materials gathered in the first evaluation, and by the end of the sixth (6th) week of the semester following the first evaluation, constitute a new evaluation team according to the procedure in 17.6.1 above. The new team may have the same members as the first team.

17.6.10.2 The evaluation process as outlined in 17.6 of this Article shall be followed in the reevaluation, except that the materials gathered in the first evaluation may be used in the first team meeting (17.6.4) and the second team meeting (17.6.7).

17.6.10.3 The appropriate administrator shall constructively work with the person being evaluated to encourage improvement. The techniques involved shall include consultation, and may include class visitations, literature review arrangement for updating of background and any other activities deemed appropriate.

17.6.11 Administrative Evaluation

17.6.11.1 Should the final written evaluation (17.6.8) include a recommendation for administrative evaluation, the Vice President of Instruction or the Dean of Student Services in the case of the counselors and other certificated staff reporting to her/him, shall review and consider all of the components of the evaluation, as well as input from others she/he feels should have direct information about the performance of the person being evaluated. The Vice President for Instruction, or the Dean of Student Services in the case of the counselors and other certificated staff reporting to her/him may designate a certificated employee of the District to perform this review. She/he or the designee may, after prior notification, meet with the person being evaluated and/or visit one or more classes conducted by the person being evaluated.

17.6.11.2 After consideration of the information gathered in 17.6.1.1, the Vice President for Instruction, or the Dean of Student Services in the case of the counselors and other certificated staff reporting to her/him, or her/his designee shall prepare a written Administrative Evaluation. If, in the judgment of the Vice President for Instruction, or the Dean of Student Services in the case of the counselors and other certificated staff reporting to her/him, or he/his designee, the work of the person being evaluated is less than satisfactory, she/he shall recommend either a reevaluation the following semester at the division level, or another administrataive evaluation or other appropriate action.

17.6.11.3 The Vice President for Instruction, or the Dean of Student Services in the case of the counselors, or her/his designee shall meet with the person being evaluated and present the Administrative Evaluation. The person being evaluated shall acknowledge by signature that she/he has reviewed the document. The person being evaluated may submit a written response to the evaluation, which shall be attached to it. If the person being evaluated receives a satisfactory evaluation, all materials except the written Administrative Evaluation shall be returned to the instructor.

17.6.11.4 It shall be the immediate responsibility of the appropriate administrator to work constructively with the person being evaluated to encourage improvement. The techniques involved shall include consultation, and may include class visitations, literature review and arrangement for updating of background, and any other activities deemed appropriate.

17.7 Procedure - Unit Pay/Temporary Unit Members

17.7.1 Unit pay/temporary unit members teaching seven (7) or more units may request in writing and shall be evaluated pursuant to 17.5 above. Absent a written request from the instructor for an evaluation pursuant to 17.5 the instructor shall be evaluated according to 17.7.2.

17.7.2 Faculty teaching fewer than seven (7) units shall be evaluated by the appropriate administrator or her/his designee. The procedures shall be the same as outlined in 17.5 above, except that the appropriate administrator shall solely act as the evaluation team.

17.7.3 The unit member evaluated under 17.7.2 above, may request in writing an evaluation by an evaluation team as designated in 17.6 above. With the approval of the Division Chair or other appropriate administrator, an evaluation team shall be constituted and shall proceed with the evaluation process in a timely manner pursuant to 17.5 above. In the case of denial, the appropriate administrator shall reply in writing giving her/his reasons for denial.

17.7.4 During the evaluation of a unit pay/ temporary unit member, the appropri-ate administrator or designee shall make at least one (1) classroom/ worksite visitation. This visitation shall be conducted according to the procedure outlined in 17.6.5 above.

17.8 Grievances of Evaluation

Evaluation procedures may be subject to the grievance procedure in accordance with Article 12. The content of evaluations is not subject to the grievance procedure set forth in Article 12.

ARTICLE 18

RETIREMENT

18.1 Golden Handshake

The District shall take all necessary action required by Education Code Section 87488 to provide qualified unit members with the option of retiring prior to July 1, 1987, with an additional two years of service credited under the State Teachers' Retirement System. Unit members who retire under this option shall not be eligible for the consultant contract provisions in Section 18.2 or the Early Retirement provisions in Section 18.7.

18.2 Consultant Contract

Retirees with ten (10) years of satisfactory service, may upon request and District approval, be employed by the District. If the District approves employment, such retirees shall be guaranteed an annual compensation of $7,500.00, under the provisions of 18.2.2 below. Any change in compensation in subsequent contracts shall apply to these retirees. However, the retiree may choose an employment plan to receive less than $7,500.00 as provided in 18.2.2 below. Such employment shall be for a period of two (2) years and may be renewed annually for up to three (3) additional years or until the retiree reaches age seventy (70), whichever occurs first. The retiree may, through mutual agreement with the District, withdraw from the program. The services rendered for such compensation shall be arranged through mutual agreement between the retiree and the District.

18.2.1 Unit members applying for this plan must submit a written application to the Vice President of Instruction or appropriate administrator by December 1. The administrator shall make a recommendation to the Board of Trustees. The cost to the District of the proposed consultant contract shall be considered by the Board of Trustees. The Board of Trustees shall respond to the request within two months of receiving the unit member's request.

18.2.2 Compensation for retirees under this plan shall be effected through the issuance of a "consultancy contract" as authorized in the Education Code. The amount of annual compensation paid for different increments of service shall be based on the table named Appendix L.

18.3 "Faculty Emeritus" status to include the following regular faculty privileges:

(a) staff parking without charge;

(b) free admission to college-sponsored athletic events, concerts, or plays;

(c) library privileges; and

(d) upon request, a mail folder in the mail room.

18.4 Health & Welfare Benefits

The District shall provide the cost of the same health insurance coverage as provided regular unit members for any unit member who retires with ten (10) years of service. This coverage shall include the retiree's spouse and continue until the retiree reaches the age of sixty-five (65).

Once a retiree has reached age sixty-five (65) and until she/he reaches the age of seventy (70), to the extent possible within the retiree pool available to the District,* the District shall provide the cost of health insurance for the retiree only, in an amount equal to the rate when the retiree was at age sixty-four (64).

As soon as any retiree qualifies for Medicare, the District shall not be responsible for providing private health coverage, but shall provide the Medicare plan B for the retiree to age 70. After age seventy (70), the retiree may continue such coverage at her/his own expense. Any additional costs for the coverage shall be paid by the retiree.

At the time of retirement, retirees shall have the option to continue their and their spouse's dental coverage at the retiree's expense.

* NOTE: Should the District not be able to provide the similar health coverage within the retiree pool, then this issue shall be opened for negotiations immediately.

18.5 Retiree's Survivors Health and Dental Benefits

18.5.1 Survivors (spouse and dependent children) of retired unit members have the option of remaining on the District health and dental insurance plan at their own expense.

18.5.2 The monthly premium must be reimbursed to the

District one month in advance. Coverage will terminate forty-five (45) days after receipt of the last premium payment or upon termination notice or on survivor's remarriage.

18.6 Preretirement

18.6.1 Under this program, unit members may be permitted to reduce their work year from full-time to part-time as authorized by law and to have their retirement benefits based on full-time employment. In order to qualify for this program, the unit member shall meet the following requirements:

18.6.2 The unit member must have reached the age of fifty-five (55) prior to the first day of the semester in which reduced-time employment is requested and must submit a request in writing to the personnel office ninety (90) days prior to the beginning of the semester in which the preretirement program is to be effective.

18.6.3 Length of participation in the preretirement program shall not exceed five (5) years. Unit members requesting preretirement must have been employed full-time, at a regular contract of 60% or more, in a position requiring certification for at least ten (10) years, including the immediately preceding five (5) years. Sabbatical leave or other approved leaves shall not be considered to be a break in service. The period of part-time employment pursuant to this policy shall not extend beyond the end of the school year in which the unit member reaches her/his seventieth (70th) birthday.

18.6.4 Part-time employment and the specific assignment shall be by mutual agreement between the unit member and the District. After the completion of one (1) full year in the preretirement program, the unit member may return to full-time duty provided notice has been given by the unit member to the personnel administrator no later than May 1 of the first year in the plan. Thereafter, return to full-time duty may be accomplished by mutual agreement of the unit member and the District.

18.6.5 The minimum service for the unit member shall be equivalent of one-half of a full-time load or one-half of the number of days of service required for the academic year.

18.6.6 The unit member shall receive the salary which is the pro rata share of the salary earned if she/he continued in full-time employment. The unit member shall retain all other rights and benefits for which she/he provides the payment which would be required if in full-time employment, including retirement contributions paid by the unit member and the District. Both the District and unit member shall make retirement contributions in the same manner, as if the unit member were earning a full salary.

18.6.7 The unit member shall receive the same benefits (specified in Article 13 of this Agreement) as a full-time unit member. All leave benefits afforded to a unit member shall be earned by the pre-retiree on a pro rata basis.

18.7 Early Retirement

18.7.1 Regular unit members with ten (10) years of service who, on June 30, of any given year, will be fifty-five (55) years of age or older, and/or who otherwise qualify for retirement under the State Teachers Retirement System; and who prior to February 1, of that year, agree to declare their retirement effective at the end of the fall or spring semester of that academic year, shall have the option to participate in the following retirement incentive plan:

18.7.2 The District shall provide health and dental insurance benefits to the retiree and her/his spouse as specified in 18.4 and 18.5 of this Article.

18.7.3 Additional incentives shall include:

18.7.3.1 Forgiveness of sabbatical leave service obligation completed before June 30, 1986.

18.7.3.2 A cash payment of $500.00 for each year of service to the District, at a regular contract of 60% or more, the total to be paid either in a lump sum or over a three-year period at the option of the retiree. Sabbatical leaves and other approved paid leaves for educational purposes shall count toward years of service.

ARTICLE 19

PERSONNEL RECORDS

19.1 Personnel records will be kept for each bargaining unit member in compliance with the California Education Code. Such records shall pertain directly to the employment relationship between the unit member and the District. Each personnel record shall be identified by the unit member's name and social security number. The personnel file of each unit member shall be maintained at the District's Personnel Office in compliance with the California Education Code.

19.1.1 As provided by section 12.2.2, all documents dealing with the processing of a grievance shall be filed separately from the personnel files of any grievant.

19.2 Only the appropriate administrator may place derogatory materials in a unit member's personnel file. A unit member shall be provided with copies of any derogatory material nine (9) work days before it is placed in her/his personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to review and initial the material. Any written response prepared by the unit member, or her/his designee, shall be attached to the material and placed in the personnel file.

19.2.1 If, after review of the unit member's written response, the appropriate administrator decides not to retain the derogatory material, it shall

19.4 All personnel files shall be kept in confidence and shall be available for inspection only by the appropriate administrator of the District. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the unit member's personnel file shall be available for examination by the unit member, or her/his CCFT representative if authorized by the unit member. The log shall be maintained in the unit member's personnel file. The custodians of the personnel files engaged in routine filing of documents, shall not be required to enter their names on such logs.

19.5 Each unit member shall provide the personnel office with their mailing address which must be different from that of the college, and phone number when available. Each unit member shall inform the personnel office of any changes in her/his name, mailing address or phone number.

19.6 The District will only release information to creditors or other persons upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files shall be limited to verification of employment, length of employment and verification and disclosure of salary range information. Release of more specific information may be authorized in writing by the unit member.

19.7 Except as provided for in the California Education Code, no adverse action of any kind shall be taken against an employee based upon materials which are not in her/his personnel file.

19.8 Derogatory material which has been placed in the file, shall not be retained in that file for more than four (4) years.

19.9 The District shall require a unit member to acknowledge the entry of any document into her/his personnel file. This acknowledgement in no way indicates that the unit member agrees with or admits to the material being entered, rather it merely signifies that the unit member has had the opportunity to review the material.

ARTICLE 20

COMPLETION OF MEET AND NEGOTIATION

20.1 The parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement except by mutual agreement by both parties.

ARTICLE 21

DURATION OF AGREEMENT

21.1 The term of this Agreement shall be from July 1, 1985 through June 30, 1988.

ARTICLE 22

NO STRIKE, WORK STOPPAGE OR LOCKOUT

22.1 It is agreed and understood that there will be no strike or work stoppage by CCFT, its officers or bargaining unit members during the term of this Agreement.

22.2 The CCFT recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and agrees to make every effort toward inducing all unit members to do so.

22.3 In the event the CCFT violates this Article, the District shall be entitled to withdraw any rights, privileges, or services provided to CCFT in the Agreement.

22.4 The CCFT expressly agrees that the District has a right to enforce this provision in a court of law without recourse to arbitration or the procedures of the California Public Employment Relations Board.

22.5 The district shall not engage in a lockout during the term of this Agreement.

ARTICLE 23

SAVINGS PROVISION

23.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 24

REOPENERS

24.1 For 1986-87, negotiations shall reopen on Article 18: Salary.

24.2 For 1987-88, negotiations shall reopen on Article 18: Salary, Article 19: Health and Welfare, and Calendar.

24.3 At its regularly scheduled meeting following the presentation of the CCFT proposals, the Board of Trustees shall present its proposals in accordance with the provisions of the Government Code.

ARTICLE 24

REOPENERS

24.1 For 1986-87, negotiations shall reopen on Article 18: Salary.

24.2 For 1987-88, negotiations shall reopen on Article 18: Salary, Article 19: Health and Welfare, and Calendar.

24.3 At its regularly scheduled meeting following the presentation of the CCFT proposals, the Board of Trustees shall present its proposals in accordance with the provisions of the Government Code.

Signed and entered into this 2nd day of June, 1986

FOR THE DISTRICT	FOR CCFT
	Dick
Robert F. Agrella	Julie Ann Edwards
	Donald J. Scott
	Edwards

APPENDIX A:

UNIT PAY FACULTY

HOURS OF SICK LEAVE TO BE DEDUCTED FOR EACH HOUR OF CLASS MISSED IN THE FOLLOWING:

LECTURE	1.00
FIRST HOUR OF LAB OR STUDIO ART	1.00
LABORATORY (AFTER FIRST HOUR)	0.50
PHYSICAL EDUCATION	0.75
NURSING CLINIC	0.67
STUDIO ART (AFTER FIRST HOUR)	0.60

APPENDIX B:

CONTRACT FACULTY
HOURS OF LEAVE TO BE DEDUCTED FOR ABSENCES

Hours of Scheduled Duties (Including Office Hours)

Hours Absent	1	2	3	4	5	6	7	8	9	10	11	12
1	8.00	4.00	2.75	2.00	1.50	1.25	1.25	1.00	1.00	0.75	0.75	0.75
2		8.00	5.25	4.00	3.25	2.75	2.25	2.00	1.75	1.50	1.50	1.25
3			8.00	6.00	4.75	4.00	3.50	3.00	2.75	2.50	2.25	2.00
4				8.00	6.50	5.25	4.50	4.00	3.50	3.00	3.00	2.75
5					8.00	6.75	5.75	5.00	4.50	4.00	3.75	3.25
6		**Hours of Leave To Be Deducted**				8.00	6.75	6.00	5.25	4.75	4.25	4.00
7							8.00	7.00	6.25	5.50	5.00	4.75
8								8.00	7.00	6.50	5.75	5.25
9									8.00	7.25	6.50	6.00
10										8.00	7.25	6.75
11											8.00	7.25
12												8.00

APPENDIX C:

CABRILLO COLLEGE ABSENCE REPORT - CERTIFICATED STAFF CONTRACT UNIT MEMBERS

Name ______________________ Absence Began __________ Absence Ended __________

Total of ______ days and/or ________ hours

	DAYS MISSED	HOURS MISSED	HOURS SCHEDULED	HOURS DEDUCTED*
Reason for Absence:		IF UNIT MEMBER MISSED ONLY PART OF SCHEDULED DUTIES IN A DAY		
Sick Leave				
Personal Illness	☐	☐	☐	☐
Personal Necessity	☐	☐	☐	☐
Bereavement (Specify Relationship)	☐	☐	☐	☐
Judicial	☐	☐	☐	☐
Individual Responsibility (Specify Circumstance)	☐	☐	☐	☐
Other (Specify)	☐	☐	☐	☐

*Refer to Table below

Specifics: ______________________

I certify that I was absent from duty for the reasons and for the length of time stated above.

Unit Member's Signature ____________ Date ________ Division Chair's Signature ____________ Date ________

Posted:

Hours of Scheduled Duties (Including Office Hours)

Hours Absent

	1	2	3	4	5	6	7	8	9	10	11	12
1	8.00	4.00	2.75	2.00	1.50	1.25	1.25	1.00	1.00	0.75	0.75	0.75
2		8.00	5.25	4.00	3.25	2.75	2.25	2.00	1.75	1.50	1.50	1.25
3			8.00	6.00	4.75	4.00	3.50	3.00	2.75	2.50	2.25	2.00
4				8.00	6.50	5.25	4.50	4.00	3.50	3.00	3.00	2.75
5					8.00	6.75	5.75	5.00	4.50	4.00	3.75	3.25
6		**Hours of Leave To Be Deducted**				8.00	6.75	6.00	5.25	4.75	4.25	4.00
7							8.00	7.00	6.25	5.50	5.00	4.75
8								8.00	7.00	6.50	5.75	5.25
9									8.00	7.25	6.50	6.00
10										8.00	7.25	6.75
11											8.00	7.25
12												8.00

APPENDIX D:

CABRILLO COLLEGE ABSENCE REPORT - CERTIFICATED STAFF UNIT PAY/TEMPORARY UNIT MEMBERS

Name ______________________________ Absence Began__________

Absence Ended__________

Total of ________ hours

Reason for Absence:	HOURS MISSED	TYPE OF ACTIVITY*	HOURS DEDUCTED
Sick Leave			
Personal Illness	☐	☐	☐
Personal Necessity	☐	☐	☐
Bereavement (Specify Relationship)	☐	☐	☐
Judicial	☐	☐	☐
Individual Responsibility (Specify Circumstance)	☐	☐	☐
Other (Specify)	☐	☐	☐

*Refer to Table below

Specifics: ____________

I certify that I was absent from duty for the reasons and for the length of time stated above.

____________________	__________	____________________	__________
Unit Member's Signature	Date	Division Chair's Signature	Date

Posted:

UNIT PAY/TEMPORARY FACULTY

HOURS OF SICK LEAVE TO BE DEDUCTED FOR EACH HOUR OF CLASS MISSED IN THE FOLLOWING:

LECTURE	1.00
FIRST HOUR OF LAB OR STUDIO ART	1.00
LABORATORY (AFTER FIRST HOUR)	0.50
PHYSICAL EDUCATION	0.75
NURSING CLINIC	0.67
STUDIO ART (AFTER FIRST HOUR)	0.60

APPENDIX E:
WRITING FACTOR PROGRAM

Purpose:

The purpose of this Appendix is to define the conditions under which Article 11.2.2.8 will be implimented.

1. Courses from any department except English may receive writing factor load credit provided they meet the conditions specified in this contract. The English Department is exempt due to the compensation factor as specified in 11.2.2.6.

2. The cost of the implementation of 11.2.2.8 shall not exceed $25,680 per academic year. This amount shall be increased by the same amount as the salary increase in 1986-87 and 1987-88. Priority shall be determined by date of first application.

3. The Administration, the Faculty Senate and the CCFT shall jointly establish a writing factor committee to evaluate the success of this program. The three parties shall have equal representation on the committee.

4. The scope of the committee shall include, but not be limited to:

   a. gathering and collating information on the program (listing of courses, faculty, numbers of students, total ADA, costs of the program, etc.).

   b. devising means to measure the effectiveness of the program, including follow-up study on transfer students.

   c. publishing periodic summary evaluations of the program.

5. It is understood that the duration of this program is the same as that of the contract. If the committee's evaluation of the program at the time this contract expires is negative, the program will be terminated and the CCFT will not seek to reinstate it.

APPENDIX F:
1985-86 FULL-TIME CONTRACT SALARY SCHEDULE

	1	2	3	4	5	6
1	$19,127	$19,893	$20,659	$21,425	$22,191	$22,957
2	$20,277	$21,043	$21,809	$22,575	$23,341	$24,107
3	$21,427	$22,193	$22,959	$23,725	$24,491	$25,257
4	$22,577	$23,343	$24,109	$24,875	$25,641	$26,407
5	$23,727	$24,493	$25,259	$26,025	$26,791	$27,557
6	$24,877	$25,643	$26,409	$27,175	$27,941	$28,707
7	$26,027	$26,793	$27,559	$28,325	$29,091	$29,857
8	$27,177	$27,943	$28,709	$29,475	$30,241	$31,007
9		$29,093	$29,859	$30,625	$31,391	$32,157
10		$30,243	$31,009	$31,775	$32,541	$33,307
11		$31,393	$32,159	$32,925	$33,691	$34,457
12				$34,075	$34,841	$35,607
Career Increment 1				$1,150	$1,725	$2,300
Career Increment 2					$1,725	$2,300
Career Increment 3						$2,300
Doctoral Stipend				$1,444		

APPENDIX G:
1985-86 UNIT PAY/TEMPORARY SALARY SCHEDULE

	1	2	3	4	5	6
1	$383	$398	$413	$429	$444	$459
2	$406	$421	$436	$452	$467	$482
3	$429	$444	$459	$475	$490	$500
4	$452	$467	$482	$498	$500	$500
5	$475	$490	$500	$500	$500	$500
6	$498	$500	$500	$500	$500	$500
7	$500	$500	$500	$500	$500	$500
8	$500	$500	$500	$500	$500	$500
9		$500	$500	$500	$500	$500
10		$500	$500	$500	$500	$500
11		$500	$500	$500	$500	$500
12				$500	$500	$500

APPENDIX H:

1985-86 CHILDREN'S CENTER TEACHER SALARY SCHEDULE

	CHILDREN'S CENTER PERMIT ONLY	CHILDREN'S CENTER PERMIT PLUS 40 UNITS	CHILDREN'S CENTER PERMIT PLUS BA DEGREE
	1	2	3
1	$14,719	$15,014	$15,314
2	$15,306	$15,615	$15,926
3	$15,919	$16,238	$16,562
4	$16,556	$16,889	$17,225
5	$17,219	$17,563	$17,913
6		$18,266	$18,630
7			$19,375

190 DAY WORKYEAR

APPENDIX I:

AVAILABILITY STATEMENT

UNIT PAY/TEMPORARY UNIT MEMBERS

TO: ______________________________

FROM: ____________________________ DATE ____________________

DIVISION _________________________

This statement is to notify you that I will be available to teach the following course(s) in the ____________________ semester, 19____.

COURSE	SEMESTER LAST TAUGHT BY ME AT CABRILLO	WHEN AVAILABLE (PLEASE CIRCLE)	PREFERED TIME/DAY
		MON AM PM TUES AM PM WED AM PM THURS AM PM FRI AM PM SAT AM PM	
		MON AM PM TUES AM PM WED AM PM THURS AM PM FRI AM PM SAT AM PM	
		MON AM PM TUES AM PM WED AM PM THURS AM PM FRI AM PM SAT AM PM	

☐ I will not be available for the above mentioned cours(s) until

____________________ semester, 19____
(nonavailability cannot exceed two semesters)

☐ I am interested in full-time vacancies in the following areas:

APPENDIX J:
NOTIFICATION OF EVALUATION
Contract and Regular Faculty

Date ________________

TO: ______________________________

FROM: ______________________________
Division Chair

Pursuant to the collective bargaining agreement between the District and CCFT, contract faculty are evaluated at least once during the first and third semesters of employment and regular faculty are evaluated once every two years.

This is an evaluation year for you, and you will be evaluated during the ______________ semester. Please provide the following information and return this form to me no later than ______________________ so that the evaluation process may proceed in a timely manner.

If you have any questions about the evaluation process, please refer to Article 17 - Evaluation of the CCFT collective bargaining agreement.

Evaluation Team

You will be evaluated by a team consisting of no less than two (2) certificated staff, including the appropriate administrator or her/his designee who shall chair the team. You shall select the other team member. At the option of you or the team chair, a third team member may be selected by the team chair from a list of three (3) or more division members submitted by you. The team shall consist of at least one person within the discipline or field of the person being evaluated, whenever possible.

Please indicate your selection for the evaluation team:

Primeary Team Member: ______________________ NAME ______________ DIVISION

Option Team Member

List three (3) from your division:

____

____

____

I acknowledge that I have received a Notification of Evaluation.

Date ________________ Signed ______________________________

APPENDIX K:
NOTIFICATION OF EVALUATION
Unit Pay/Temporary Faculty

Date ________________

TO: ______________________________

FROM: ____________________________
Division Chair

Pursuant to the collective bargaining agreement between the District and CCFT, unit pay/temporary faculty are evaluated during the first and third semesters of employment and every two years thereafter. This is an evaluation year for you, and you will be evaluated during the ____________ semester. Please refer to Article 17 - Evaluation of the CCFT collective bargaining agreement if you have any questions concerning the evaluation process.

Pleas acknowledge that you have received this Notice of Evaluation by signing where indicated below and return a copy of this form to me by ____________________.

I acknowledge that I have received a Notification of Evaluation, and I understand that I will be evaluated during the ______________ semester.

Date ________________ Signed ______________________________

APPENDIX L
RETIREE'S EMPLOYMENT COMPENSATION FOR SERVICE TO THE DISTRICT

		Teaching Units Taught In One Year						
		0	1	2	3	4	5	6
	0		$1,250	$2,500	$3,750	$5,000	$6,250	$7,500
	18	$1,250	$2,500	$3,750	$5,000	$6,250	$7,500	
Hours of Non-Teaching Service to the District In One Year	36	$2,500	$3,750	$5,000	$6,250	$7,500		
	54	$3,750	$5,000	$6,250	$7,500			
	72	$5,000	$6,250	$7,500				
	90	$6,250	$7,500					
	108	$7,500						

APPENDIX M

FINAL WRITTEN EVALUATION

Name ________ ____________________ ______________________________

Period Covered by the Evaluation

The following statement is prepared as a summary of the performance of the instructor as a classroom teacher or the certificated specialist in her/his area of assignment:
(attach additional pages as needed)

The following criteria should be considered:

1. Expertise in subject matter or professional field.
2. Effectiveness in carrying out duties as appropriate to the person's assignment
3. Acceptance of professional responsibilities.
4. Effectiveness of communications with students and staff.

________________________________ ______________

Evaluation Team Chairperson Date

ACKNOWLEDGEMENT OF REVIEW BY EVALUATION TEAM MEMBERS

______________________________ ______________________________

Team Member Date Team Member Date

☐ Additional comments attached ☐ Additional comments attached

MEETING OF THE PERSON BEING EVALUATED AND THE DIVISION CHAIR

Date ________________

Signed: ________________________ ________________________

Faculty Member Division Chair

☐ Additional comments attached

Signature by person being evaluated only acknowledges that she/he has reviewed this document. It does not mean or imply agreement with its contents.

Recommendation if work is less than satisfactory: ☐ Division reevaluation next semester

☐ Administrative evaluation

Review by Vice President of Instruction or Designee ______________________________

Signature Date

APPENDIX N

STUDENT EVALUATION OF INSTRUCTOR

Instructor's Name ______________________ Course ______________ Date ________

You are asked to evaluate your instructor on this form. The purpose of this process is the improvement of your instructor's effectiveness as a teacher. Your fair and honest opinion is what really counts.
Do not sign your name to this sheet.

Please discuss your instructor in the following areas:

1. **Does she/he have a good knowledge of the subject matter?**
2. **Were the purposes of the course made clear to you?**
3. **Does the instructor motivate you to learn?**
4. **Does she/he give clear explanations and examples?**
5. **Is the course material well organized?**
6. **Is the course content relevant and useful?**
7. **Does she/he make good use of demonstrations, AV material, etc.?**
8. **Has the text helped you to understand the cours material?**
9. **Is she/he available during office hours?**
10. **Does she/he respond appropriately to student questions and viewpoints?**
11. **Are her/his assignments helpful in learning the course material?**
12. **Are they appropriately distributed throughout the semester?**
13. **Does she/he make helpful evaluations of your work?**
14. **Is she/he fair and impartial in assigning grades?**
15. **Do exams or critiques concentrate on improtant points of the course?**
16. **Are the exams or critiques good measures of knowledge or understanding or ability to perform?**

USE BACK OF FORM IF NECESSARY

APPENDIX O

EVALUATION TEAM
CLASSROOM VISITATION/EVALUATION

Instructor: ______________________________

CRITERIA:

The evaluation criteria you should keep in mind while making your observations and use when making your commendations and recommendations are the following:

1. Expertise ins subject matter or professional field.
2. Effectiveness in carrying out duties as appropriate to the person's assignment.
3. Acceptance of professional responsibilities.
4. Effectiveness of communications with students and staff.

OBSERVATIONS:

Class ______________________________ Date ______________

Number of Students in Attendance ________ Hour ______________

1. How well was the class presentation planned and organized?
2. Were improtant ideas clearly explained?
3. How would you judge the instructor's mastery of the material?
4. Do you believe the instructor encouraged relevant student involvement?
5. How would you describe the attitude of students in the class toward the instructor?
6. How effectively does the instructor use visual aids or other materials?
7. If course shcedule, outline and other materials handed out to students were requested from the instructor prior to the visitation, were they relevant to the presentation in the class?

COMMENDATIONS:

RECOMMENDATIONS:

Signature of Observer/Evaluator ______________________________

Date ______________________

APPENDIX P

EVALUATION TEAM
WORKSITE VISITATION/EVALUATION

Certificated Specialist: ______________________________

CRITERIA:

The evaluation criteria you should keep in mind while making your observations and use when making your commendations and recommendations are the following:

1. Expertise ins subject matter or professional field.
2. Effectiveness in carrying out duties as appropriate to the person's assignment.
3. Acceptance of professional responsibilities.
4. Effectiveness of communications with students and staff.

OBSERVATIONS:

Class/Activity ______________________________ Date ______________

Number of Students in Attendance ________ Hour ______________

COMMENDATIONS:

RECOMMENDATIONS:

Signature of Observer/Evaluator ______________________________

Date ______________

APPENDIX Q

STUDENT EVALUATION OF CERTIFICATED SPECIALIST

Specialist's Name ______________________ Course______________ Date ________

You are asked to evaluate your certificated specialist on this form. The purpose of this process is the improvement of the specialist's effectiveness. Your fair and honest opinion is what really counts.

Please discuss the following criteria:

1. Expertise in subject matter or professional field.
2. Effectiveness of communications with students and staff.

Do not sign your name to this sheet.

1. Comment on the specialist's strong points.

2. Recommendations for improvement.

3. Any additional comments.

APPENDIX R

GRIEVANCE - LEVEL II

CABRILLO COLLEGE FEDERATION OF TEACHERS

Grievant's Name: ______________________________
(If CCFT is the grievant, list bargaining unit member(s) affected)

Address: ______________________________

Work Phone: ______________ Home Phone: ______________

Department/Division: ______________________________

Immediate Supervisor: ______________________________

Person to whom Level II response should be sent: ______________

Statement of Grievance (include names, dates and places necessary for a complete understanding of the grievance):

Specific section(s) of the contract which the grievant believes have been violated:

Specific actions which will remedy the grievance:

Date when attempt at informal resolution was made to immediate supervisor: ______________

Date of written response from immediate supervisor at informal level: ______________
(Attach a copy of the informal response)

Grievant's Signature: ______________________________

Date Signed: ______________________________

Level II Decision:

Signature of Immediate Supervisor: ______________________ Date: ____________

One copy of the grievance must be submitted to the grievant's immediate supervisor, and one copy to the CCFT. The grivant keeps the third copy.

APPENDIX S

GRIEVANCE - LEVEL III

CABRILLO COLLEGE FEDERATION OF TEACHERS

Grievant's Name: ______________________________
(If CCFT is the grievant, list bargaining unit member(s) affected)

Address: ______________________________

Work Phone: ______________ Home Phone: ______________

Department/Division: ______________________________

Immediate Supervisor: ______________________________

Person to whom Level III response should be sent: ______________

☐ Copy of level II Grievance attached.

Statement of reasons for appeal:

Grievant's Signature: ______________

Date Signed: ______________

Date of personal conference scheduled: ______________

Level III Decision:

Signature of Superintendent/President: ______________ Date: ________

CABRILLO COLLEGE
ACADEMIC CALENDAR
1986-87

AUGUST					1	5 Flex Days - August 18-22
	4	5	6	7	8	August 18-20 - Registration
	11	12	13	14	15	August 25 - Beginning of Fall Semester
	18	19	20	21	22	
	25	26	27	28	29	
						5 + 5
SEPTEMBER	1	2	3	4	5	September 1 - Holiday - Labor Day
	8	9	10	11	12	September 5 - Last Day to Add a Class
	15	16	17	18	19	September 5 - Last Day for New Registration
	22	23	24	25	26	September 5 - Last Day to Drop a Course and
	29	30				not pay $10.00 Drop Fee
						September 8 - First Census Day
						21
OCTOBER			1	2	3	October 3 - Last Day to Drop Without
	6	7	8	9	10	Instructor Permission
	13	14	15	16	17	October 3 - Last Day for Credit Grade Option
	20	21	22	23	24	October 27 - Second Census Day
	27	28	29	30	31	
						23
NOVEMBER	3	4	5	6	7	November 10 - Holiday - Veteran's Day
	10	11	12	13	14	November 26 - Last Day to Withdraw from Full-
	17	18	19	20	21	term Course
	24	25	26	27	28	November 27-28 - Thanksgiving Holiday
						17
DECEMBER	1	2	3	4	5	December 15-19 - Final Exams
	8	9	10	11	12	December 19 - End of Fall Semester
	15	16	17	18	19	December 23 - Grades Due
	22	23	24	25	26	December 25 - Holiday - Christmas Day
	29	30	31			
						15
						81 + 5

1987

JANUARY				1	2	January 1 - Holiday - New Year's Day
	5	6	7	8	9	January 19 - Holiday - Martin Luther King
	12	13	14	15	16	Birthday
	19	20	21	22	23	January 20-22 - Registration
	26	27	28	29	30	January 20-23 - 4 Flex Days
						January 26 - Spring Semester Begins
						5 + 4
FEBRUARY	2	3	4	5	6	February 6 - Last Day to Add a Class
	9	10	11	12	13	February 6 - Last Day for New Registration
	16	17	18	19	20	February 6 - Last Day to Drop a Course and
	23	24	25	26	27	not Pay $10.00 Drop Fee
						February 13 - Holiday - Lincoln's Birthday
						February 16 - Holiday - Washington's Birthday
						February 17 - First Census Day
						18
MARCH	2	3	4	5	6	March 6 - Last Day to Drop Without
	9	10	11	12	13	Instructor's Permission
	16	17	18	19	20	March 6 - Last Day for Credit Grade Option
	23	24	25	26	27	
	30	31				
						22
APRIL			1	2	3	April 6 - Second Census Day
	6	7	8	9	10	April 13-17 - Spring Break
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		
						17
MAY					1	May 8 - Last Day to Withdraw from Full-
	4	5	6	7	8	Term Course
	11	12	13	14	15	May 25 - Holiday - Memorial Day
	18	19	20	21	22	May 26-June 3 - Final Exams
	25	26	27	28	29	May 29 - Graduation
						20
JUNE	1	2	3	4	5	June 3 - End of Spring Semester
						3
						85 + 4
						166 + 9 = 175

Note: only certificated holidays are
indicated at this time

Instruction.
7/28/86

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BUS/CCFT-Index
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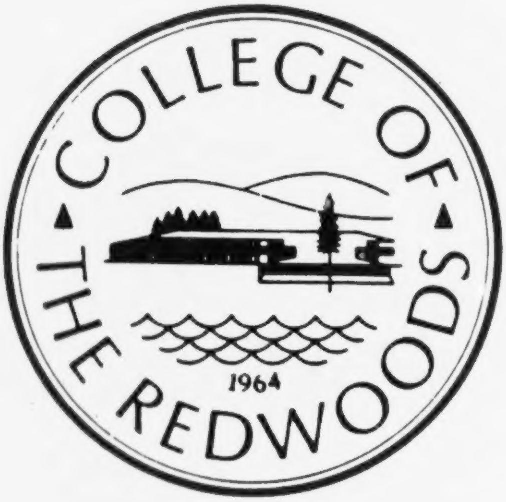
THE C.R.F.O. CONTRACT

September 1, 1985-
August 31, 1988



COLLEGE OF THE REDWOODS
FACULTY ORGANIZATION

7351 Tompkins Hill Road
Eureka, CA 95501-9302

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ARTICLE I

This is an agreement between the Redwoods Community College District (hereinafter referred to as "District") and the College of the Redwoods Faculty Organization (hereinafter referred to as "CRFO" or "Organization") with the intent of enumerating the rights and responsibilities of the District and the Organization, during the course of this contract.

Wherever the pronoun "his" or "her" is used, it is always to mean "his/her" or "he/she."

ARTICLE II

The District confirms recognition of the College of the Redwoods Faculty Organization as the exclusive representative of the certificated employees, excluding Division Chairpersons, President/Superintendent, Executive Vice President, Dean/Instruction, Dean/Administrative Services, Dean/Students, Dean/Del Norte Education Center, Dean/Mendocino Coast Education Center, Dean/Business Services, Dean/Health Occupations, Director/Public Service Education, Director/Occupational Education, Coordinator/Data Processing, Associate Dean/Students, and Associate Dean/Instructional Support Services.

ARTICLE III

WAGES AND WORKING CONDITIONS

Instruction Time: A 50-minute class is an hour of instruction, day or evening. Instructors holding classes two or three hours should have a break of ten minutes for a two-hour class and twenty minutes for a three-hour class, the break taken at the convenience of the instructor and the class. Instructors and division chairpersons may secure permission from the Executive Vice President for three-hour evening classes to begin earlier than scheduled, if no student has a class in conflict and there are no students who cannot report early.

Minimum Class Size:

A. Minimum class size shall be 20 registrants.

B. This minimum shall apply to all lecture, seminar and laboratory classes. Independent study, research, coordinated instruction systems classes, and classes by arrangement may be exempted from such guidelines.

C. Exceptions may apply to courses required for graduation, courses required in a major or in career subject areas, courses offered irregularly based on enrollment and need, limited classroom or laboratory facilities, campus size and geographical location, experimental or pilot programs, statutory and state regulations mandating class size, and a class of unanticipated small size as an unreassignable part of a full-time instructor's regular load.

D. Any exemptions to Paragraph A shall be approved by the Executive Vice President.

The duties and responsibilities of full-time faculty shall be as described in Board Policy #220.

The time required of faculty in the performance of these duties shall be reasonable.

The duties and responsibilities of full-time faculty shall be as described in Board Policy #220.

The time required of faculty in the performance of these duties shall be reasonable.

The duties and responsibilities of counselors shall be as described in Board Policy #214. The work hours for Counselors shall be 35 hours per week for the academic year.

ARTICLE III - continued

The duties and responsibilities of part-time instructors shall be as described in Board Policy #221. The time required of part-time faculty in the performance of these duties will be reasonable.

The duties and responsibilities of Assistant Librarians shall be as described in Board Policy #221. The work hours for assistant librarians shall be 35 hours per week for the academic year.

The duties and responsibilities of the Nurse, Health Services, shall be as described in Board Policy #227. The work hours per week shall not exceed 25 hours, for the academic year.

The duties and responsibilities of the Cooperative Work Experience Coordinator shall be as described in Board Policy #228. The work hours per week shall not exceed 35 hours, for the academic year.

Discrimination Statement: No faculty employee in the bargaining unit shall be appointed, reduced, severed, or any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, martial status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

Any faculty employee under this paragraph maintains the right of freedom of representation.

Full Time Faculty Teaching Load Units:

A. Teaching load shall be 22-1/2 teaching units per semester, or 45 per year, excluding summer school.

B. Teaching load units shall be converted from class hours, thus:

1. Laboratory, activity, field work, clinical labs - 1.0 TLU. Could include a certain amount of lecture or explanatory work, but based primarily on a situation where students are supervised and working individually on experiments, in physical education activity, on shop projects, at art work, in musical activity, or in hospital training stations.

Any classes not clearly defined in the catalog in relation to lecture-lab will be defined by the Executive Vice President.

ARTICLE III - continued

2. Lecture work - 1.5 TLU. Includes that lecture work based on the assumption of two hours preparatory work for the instructor and two hours of outside assigned work for the student per classroom hour.

C. Should the total yearly load result in less than 45 TLU's for the year, the Executive Vice President will make appropriate additional assignments.

D. Faculty Responsibilities:

1. A regular part of an instructor's assignment is to provide guidance and advice throughout the year, including pre-registration and registration periods.

2. Service on college committees and/or as advisors to student organizations is a regular part of faculty members' professional obligation.

3. Adequate office hours (a minimum of five hours per week) must be maintained to assist students. No fewer than two office hours shall be maintained on any weekday on which the instructor does not have classes, without written approval by the Executive Vice President.

Part Time Faculty Load:

A. Teach organized courses not to exceed 60% of the 22.5 TLU's per semester (13.5 TLU's).

B. Teacher load units shall be converted from class hours, as follows:

1. Laboratory, activity, field work, clinical labs - 1.0 TLU. Could include a certain amount of lecture or explanatory work but based primarily on a situation where students are supervised and working individually on experiments, in physical education activity, on shop projects, at art work, in musical activity, or in hospital training situations.

Any classes not clearly defined in the catalog in relation to lecture-lab will be counted as lab.

2. Lecture work - 1.5 TLU. Includes that lecture work based on the assumption of two hours preparatory work for the instructor and two hours of outside assigned work for the student per classroom hour.

Salary:

A. The certificated salary scale shall be adjusted annually by adding the average percentage increase of the state-wide benchmark to the then current College of the Redwoods certificated salary scale, exclusive of the special annual percentage bonus of 1% for 1985-86, 1.5% for 1986-87, and 1.5% for 1987-88. It is agreed the bonus percentages will not be cumulative from year to year.

B. The state-wide benchmark shall be calculated by finding the percentage of change in the state-wide median for each of the three years prior to the current year and calculating the average percentage of change during that period.

C. The state-wide benchmark shall be the median salary as set forth in the column four ("Highest Non-Doctoral Without Special Increments") of the Ross Report.

D. Adjustment of the salary scale shall not allow for a decrease in the District's certificated salary scale, but will maintain said scale as the salary "floor" for the duration of this contract.

E. For contract year 1985-86 the average percentage change is calculated as the sum of 2.53 plus 3.43 plus the actual percentage increase in the state median between 1983-84 and 1984-85, divided by three.

F. The preliminary salary adjustment for 1985-86, to become effective September 1, 1985, will be calculated as follows:

1984-85 base salary	$36,543
Multiplied by 3.39 to equal	37,782
Plus a bonus of 1%	378
To equal a salary of	$38,160

G. The preliminary salary adjustment for 1986-87, to become effective September 1, 1986, would be calculated as follows:

1985-86 base salary		$37,782
Multiplied by 3 year average percentage described in F. For example: using 3.64		39,157
Plus a bonus of 1.5%		588
To equal a salary of	$39,745	

ARTICLE III - continued

H. For the year 1987-88, the method of calculation would be as in F and G above, with the bonus as 1.5% applied to the 1986-87 salary, excluding the 1.5% bonus of 1986-87.

I. The revised salary schedules for full-time faculty members and hourly or part-time faculty members for 1985-86 are as attached to this agreement.

J. 1. Part-time and overload salary scale shall be increased immediately by a factor of 1.5 to accommodate movement to a semester system.

2. Part-time salary scale for 1986-87 and 1987-88 shall be subject to identical percentage adjustment as that applied to the full-time certificated scale.

3. Annual percentage adjustment of the part-time salary scale shall be in effect from September 1.

4. Adjustment of part-time scale for 1985-86 shall be 5.4% effective July 1, 1985.

K. Overload for a full-time faculty will be compensated in the same manner as part-time faculty, with a maximum placement of Step 8. A maximum overload will be seven teacher load units except with prior written approval of the Executive Vice President, and all overload pay is to be paid at the end of June, except with prior written approval of the Executive Vice President. Summer work is not included in the seven teacher load unit limit for full-time faculty.

Compensation for Faculty Work Experience Coordination: Certificated staff members shall receive compensation for performing off-campus coordination of students who are enrolled in cooperative work experience programs. Assignments for work experience coordination are voluntary, and upon application by faculty members, will be made by the Executive Vice President.

Compensation for Teacher Coordination: Teacher coordinators will be compensated for each work experience student assigned to that instructor. Compensation will be made periodically, providing all required forms are submitted.

Compensation for Special Projects, Duties, and Release Time: The District shall not revise the existing system based on policy changes until July 1, 1986. CRFO and the District will jointly review the existing system and complete recommendations for modifications to the system by December 31, 1985. Both parties agree to cooperate in implementing system revision by June 30, 1986, to be effective July 1, 1986. Upon revision of the system, CRFO will support District implementation and modification thereof.

Summer School for 1985 - Adjustment and Salary: The District and CRFO agree it would be financially beneficial to the district if the 1985 Summer Session ADA could be increased through increasing the total number of positive census student hours by increasing the number of instructional hours per unit from a basic plan of 16 hours to 18 hours per unit, when possible.

Both parties recognize that instruction compensation will be based on the hourly, or part-time portion of the CRFO collective bargaining agreement.

Both parties agree that the 1985 Summer Session is a time of transition from the quarter system in 1984-85 to the semester system in 1985-86. They further agree special compensation arrangements are desirable for the 1985 Summer Session.

It is therefore agreed:

A. The district will identify those courses which can realistically be revised upwards from 16 hours to 18 hours of lecture instruction per unit.

B. The district will pay 12.5/100 more in compensation when an instructor agrees to increase his/her instructional hours from a base of 16 lecture hours to a base of 18 lecture hours per unit. Each fraction of increase above the 16 hour base shall equal a comparable percentage or fraction of TLU.

C. CRFO will actively encourage its members and those instructors it represents to actively consider and participate in this effort to increase their total hours of instruction by 12/5/100.

ARTICLE IV

LEAVES

Sick Leave: Each certificated employee of the Redwoods Community College District shall be granted ten days of accident or sick leave for each year of employment by the District. Such leave shall accumulate, unless used, for so long as the employee remains with the District. (Ed. Code 87781)

Industrial Accident Illness Leave: A certificated employee sustaining an industrial accident or illness and unable to return to work shall be eligible to receive his/her regular paycheck under the Industrial Accident or Illness Leave" of up to sixty working days if he/she has been am employee of the District for three consecutive years. The following regulations shall apply:

A. Allowable leave shall be for sixty days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

B. Allowable leave shall not be accumulated from year to year.

C. Industrial accident illness leave shall commence on the first day of absence.

D. When a person employed in a position requiring certification qualification is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him for any month in which the absence occurs as, when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him of not more than his full salary.

E. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

F. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

G. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Code Sections 87780, 87781, and 87786, and for the purpose of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

H. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

I. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state. (Ed. Code 87787)

Bereavement Leave: Absence due to death in the immediate family of the employee not to exceed three days (five days if out of state) shall be granted without loss of pay. Members of the immediate family as used here means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. (Ed. Code 87788)

Personal Necessity Leave: Up to six days of absence for illness earned may be used as follows and shall be charged to accumulated or extended sick leave:

A. Death of immediate family member beyond that available on bereavement leave.

B. Accident to self or family member. (Ed. Code 87784)

C. Court appearance as party or witness. (Ed Code 87035)

Personal Leave: Personal leave of absence without pay or benefits may be granted by the Board of Trustees for the following reasons: (Ed. Code 87763)

A. Education, academic advancement or study.

B. Personal reasons

C. Travel

Sabbatical Leave Policy:

Purposes:

A. A sabbatical leave shall be granted for study, travel, research, related work experience, or any program of activity which will contribute to professional growth, thereby benefiting the District, the District's students and employees.

1. Sabbatical leaves for study: If the sabbatical leave is for the purpose of study, a planned program of courses or a special project will be submitted for approval by the Sabbatical Leave Committee.

2. Sabbatical leaves for travel: Sabbatical leave which for the purpose of travel will normally be approved only if the proposed travel program incorporates a plan of study or research in an area related to the applicant's field of work. Applicants will submit a detailed itinerary and program for approval by the Sabbatical Leave Committee with a statement of the objectives of the plan.

3. Sabbatical leaves for related work experience: Sabbatical leaves may be granted for engaging in a work experience program directly related to the employee's teaching assignment or administrative activities. Applicants will submit a detailed plan of their proposed program which will include the company or agency with whom they will be associated and explicit details of the work activities to be engaged in, together with the resulting proficiencies to be gained.

Guidelines:

A. Priority in the selection of applicants for sabbatical leave shall be given primarily in terms of the value of the leave to the District as a whole. In estimating the value of the leave to the District, its worth shall be judged not only in terms of immediate worth, but also in terms of what the applicant may contribute following his return to the District through classroom teaching, leadership, curriculum development, teaching methods or administrative duties.

B. No more than 5% of the total number of full-time certificated employees may be granted leave in any one fiscal year.

ARTICLE IV - continued

C. All departments of the College shall be given equal consideration in determining priority.

D. The selection committee shall consider the merits of each application, as follows:

1. 25% based on length of service to College of the Redwoods prior to application and subsequent to any previous College of the Redwoods sabbatical leave.

75% based on the worthiness of the sabbatical leave proposal. All other considerations being equal, the committee shall give consideration to any extenuating circumstances and to the past service given to the District by the individuals.

2. Any ties shall be decided by lot.

Eligibility:

A. Sabbatical leave must be preceded by at least six consecutive years of employment, all of which shall have been served as a regular credentialed full-time employee of the College of the Redwoods.

B. Leaves authorized by the Education Code and granted by the Board of Trustees will not interrupt the six-year sequence. However, there must be at least a total of six years of actual employment.

Application:

A. Persons eligible for and desiring a sabbatical leave shall apply on the "Application for Sabbatical Leave" form obtained from the President's Office. Each application must be submitted with Part (A) completed.

B. The application shall be filed with the President of the College during the month of November of the academic year prior to desired leave time. All applications shall be forwarded from the President to the screening committee during the first week of December for their processing.

C. The selection committee shall process the applications and hold a personal interview with each worthy applicant. It may reject those applications not considered worthy. Upon completion of the screening process, the worthy applicants shall be listed in order of the recommendation for leave. This shall be accomplished and returned to the President of the College by January 21. The President shall review the list and submit his recommendations for approval and disapproval to the Board for its action at the first Board meeting in February.

D. Those not receiving leave because of the restriction of the number on leave shall be considered alternates in the order listed. In the event that an applicant who has been granted leave cannot take his leave, the alternate list will be used to select a replacement. In no case will an alternate be appointed to fill a vacant leave position after May 1, unless he can furnish the College with an acceptable replacement for himself for his proposed term of absence. In no case will a vacancy be filled after September 1. Either or both of these last two restrictions may be waived if the Executive Vice President determines that no replacement will be required.

E. The list of applicants shall be valid for the one year under consideration. In no way does a position on the list have any implication for future listings. Applications must be resubmitted each year to be considered for leave.

Employee's Commitment:

A. Acceptance of leave implies an obligation to return to active duty as a full time College of the Redwoods employee for at least two years following return from leave. While the applicant is required to return to the District for a minimum of two years, a minimum expectation for granting a sabbatical may be five years.

B. Should the employee return for one year only, then he assumes the responsibility to repay the District one-half of the remuneration paid during leave. Two years' return to full time duty shall remove any obligation or commitment to District as regards to the sabbatical leave.

C. The employee's commitment agreement as stated in the application shall be in lieu of the employee's posting bond.

D. The employee's obligation shall be exonerated in the event that failure of the employee to return and render two years of active service is caused by the death or the physical or mental disability of the employee.

E. 1. Within sixty days of his return to District service, each employee shall file with the President of the College a written report relative to the purpose of the sabbatical leave. This report must provide evidence that the intent of the sabbatical leave plan has been fulfilled.

2. When formal college credit has been earned during the leave, an official transcript shall be attached to this report.

3. Should the Board determine that the intent of the leave had not been reasonably fulfilled, the Board of Trustees reserves the right to take such action as may be necessary to recover the funds paid to the employee while on leave.

F. In case the program of study, related work experience, or itinerary of travel, as agreed upon by the employee and the District, is interrupted by serious accident or illness during such leave, and the accident or illness is properly verified by a qualified physician, such interruption shall not constitute a violation of the contract or prejudice the employee against receiving the rights and benefits provided for under the terms of sabbatical leave. However, this is providing such interruption is not extended over a period of time that would cause the purposes of sabbatical leave to be abandoned. In such latter case, the "sabbatical leave" and its benefits may be terminated. In all cases of serious injury or illness of an employee on sabbatical leave, the President of the College shall be promptly notified by registered letter.

Financial Arrangements:

A. Salary:

1. A certificated employee who is granted a sabbatical leave of absence shall receive such automatic changes in salary rating and placement as would have been received had he remained in active service on the campus.

2. Employees on sabbatical leave shall be paid at same intervals as they would if working on campus.

3. The employee is responsible for making arrangements to receive his payments before leaving the campus area.

B. The amounts paid to the employee while on sabbatical leave will be as follows:

1. For the period July 1 to June 30 of the academic year, the employee will receive 60% of his current annual contract salary.

2. For a sabbatical leave of one semester or, at the discretion of the President, any four and one-half month period, he shall receive his regular contract salary for the full year.

3. Of the three options available, only one may be selected.

ARTICLE IV - continued

C. Employee benefits conditions:

1. Income Protection Insurance:

a. A copy of the application for leave must be submitted and reviewed by the insurance company. Such letter is to state fully the projected activities of the leave, location, time, purpose and length of leave.

b. Individual application will be reviewed and approved or disallowed (by the insurance company) on the following criteria:

1) Is the exposure to more hazardous situations?

2) Maximum duration to be one year.

3) Is there provision for payroll deduction?

4) Assurance that the employee on returning has a position waiting.

c. If insurance company approves the leave (in regard to income protection insurance only), the payroll deduction shall continue as if the employee was employed full-time.

2. Workers' Compensation: Both the governing board of any district and the district shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the district employed in a position requiring certification qualifications when the death or injury occurs while the employee is on leave of absence granted under provisions of Section 87763 to 87780, inclusive, of the Education Code.

3. Retirement: The sabbatical leave year is counted as a year of service for retirement purposes in State Teachers Retirement System.

4. Sick Leave: All rights of employee regarding sick leave shall accrue in regard to keeping the accumulated earned sick leave. Sick leave is earned during the time on approved sabbatical leave.

5. Insurance Premiums:

a. The District shall pay the same portion of the insurance premiums for the employee as it would if the employee were actually employed on campus.

b. While on leave, the employee shall be considered an active member of the staff and entitled to insurance benefits, provided he continues to pay any required insurance premiums.

Screening Committee:

A. Membership

1. Executive Vice President (Permanent Chairperson)
2. One person selected by CRFO
3. (Faculty Member)
4. (Faculty Member)

Chosen by Academic Senate

5. One person appointed by College President

B. Terms of Office: Except for the Chairperson, each member shall serve for three years.

C. No one may remain on the Committee if he plans to or actually files as application for leave. Replacement will be selected by the same procedure as was used for the original appointment.

Employer's Commitment:

A. At the expiration of the sabbatical leave the employee shall, unless the employee agrees otherwise, be reinstated in the position held by him at the time of the granting of leave of absence.

B. No one shall lose any vacation time due to his taking a leave, and no one shall earn any vacation time while on sabbatical leave.

C. The Board has the right to reject any and all sabbatical applications.

ARTICLE V

STAFF INSURANCE PROGRAM

The Board of Trustees, Redwoods Community College District, agrees to maintain a staff insurance program. This program shall include:

1. Major Medical Health Insurance - employee and dependents.

2. Dental Insurance Including Orthodontia - employee and dependents. (Maximum coverage is $1,250.00 for dental coverage.)

3. Salary Continuation Insurance.

4. Vision Insurance - composite.

The maximum District contribution per employee shall be limited to the amount approved by the Board of Trustees.

Medical benefits for surviving spouses: The District will provide the following benefits for the surviving spouse of full-time employees of the District:

The District will continue, at District cost, to provide medical benefits to the surviving spouse and dependent children for a period not to exceed 5 years, after which period the surviving spouse may remain in the District program at his/her own cost, in accordance with the following limitations:

A. The medical benefit shall be consistent with those being received by current employees and their dependents, including any expansion of benefit under the basic benefit program which is in existence.

B. The surviving spouse and their dependents will not be eligible to receive new fringe benefit programs or plans which may accrue to then current employees who are on active employment status with the District at the time the new benefit goes into effect which were not an expansion of the basic benefit program in effect at the time of death.

C. This benefit would not be provided if comparable coverage were available to the surviving spouse or upon remarriage.

D. If Medicare or CHAMPIS is available to the surviving spouse, he/she may remain in our medical plan at his/her own cost.

E. The spouse and other dependents shall continue to receive these benefits until the spouse reaches the age of 65, but not longer than 5 years after the employee would have attained the age of 65.

ARTICLE V - continued

F. Dependents other than the spouse shall have no rights of their own for benefits under this program but only as the spouse qualifies for such benefits.

G. For purposes of this program, the dependents covered by this plan means only natural children and legally adopted children.

Minimum Requirements:

A. Must have been a full-time employee for the 10 years immediately prior to death.

B. Sabbatical leave or teacher exchange will count as eligible time within the 10 year period if accepted and used within the first 5 years of the 10 year period.

C. Leave without pay does not count toward part of the 10 year service requirement but does not constitute a break in the continuity of the 10 year requirement.

D. Paid sick leave counts toward the satisfaction of the 10 year requirement.

E. Extended sick leave (beyond the paid sick leave time) does not count toward a part of the 10 year service requirement but does not constitute a break in the continuity of the 10 year requirement.

Medical and dental insurance for retirees: Retirees from the Redwoods Community College District who qualify for service or disability retirement under the State Teachers Retirement System (STRS) or Public Employees Retirement System (PERS) and are drawing retirement pay therefrom, shall be eligible to continue with the District's medical and dental insurance group, if any, at their own expense subject to the practical limitations of availability. In order to continue participation with the program, the option shall be exercised prior to retirement.

ARTICLE VI

EARLY RETIREMENT BENEFITS

Procedures:

A. Any certificated employees of the College of the Redwoods wishing to avail themselves of the early retirement benefits shall, prior to January 31, write a letter of request to the President. This letter shall outline the facts relative to having met the minimum requirements of the program.

B. The President shall validate the candidate's claims regarding minimum qualifications within 10 days.

C. If the employee has been found qualified for participation in the early retirement program, the benefits shall commence on the first day of retirement.

Benefits:

A. The District will continue to provide medical and dental benefits to the retired employee and dependents until the employee reaches the age of 65 at no cost to the employee.

B. The professional medical, major medical and dental benefits shall be consistent with those being received by current employees in the unit and their dependents including any expansion of benefits under the basic benefits program which is in existence at the time the employee retires.

The retired employee and dependents will not be eligible to receive new fringe benefit programs or plans which may accrue to then current employees who are on active employment status with the District at the time the new benefit goes into effect which were not an expansion of the basic benefit program in effect at the time of retirement.

C. If the employee predeceases the spouse and other dependents as identified below, the spouse or other dependents shall continue to receive these benefits until the spouse reaches the age of 65, but no longer than 10 years after the employee would have attained the age of 65.

D. Dependents other than the spouse shall have no rights of their own for benefits under this program but only as the employee and/or spouse qualify for such benefits.

E. District payment for participation in this program for the employee and/or spouse shall be terminated at the time that the employee reaches 65 or, if the employee is deceased, at the age or date as set forth for the spouse in paragraph C above. Upon the District discontinuance of premium payments, the employee and/or spouse may elect to continue participation at their own expense provided there has been no break in coverage.

F. This plan or equal coverage when this plan is combined with other coverage for which the employee is qualified shall be effective until age 65. Such other coverage shall be, but is not limited to, Medicare A-B and coverage obtained or obtainable through other employment. If an option is available to an employee and/or spouse and the coverage is equal, the employee shall cooperate with the District to exercise the option provided such exercise does provide equal coverage.

G. For purposes of this program, the immediate family covered by this plan means only natural children, legally adopted children and spouse.

Minimum Requirements:

A. Must be certificated employee of the district.

B. Must have been a full time certificated employee for the 10 years immediately prior to such retirement.

C. Sabbatical leave or teacher exchange will count as eligible time within the 10 year period if accepted and used within the first 5 years of the 10 year period.

D. Leave without pay does not count toward part of the 10 year service requirement but does not constitute a break in the continuity of the 10 year requirement.

E. Paid sick leave counts toward the satisfaction of the 10 year requirement.

F. Extended sick leave (beyond paid sick leave time) does not count toward a part of the 10 year service requirement but does not constitute a break in the continuity of the 10 year requirement.

G. Employees eligible for disability retirement are not eligible to participate in this plan.

H. The employee must have attained the minimum age of 55 by the first day of retirement under this plan.

I. Employee acceptance of this plan is irrevocable. Further, it is understood and agreed by the parties that this program is for the benefit of the employees in the unit who wish to retire from active employment with the District, and therefore the employee is responsible to ascertain the provisions and coverages of the various retirement plans without assistance from the District. It is also understood and agreed by the parties that the District shall have no responsibility other than as set forth herein, particularly with regard to ascertaining specifics of the various retirement plans available to employees in the unit who are retiring and wish to take advantage of this program.

ARTICLE VII

REDUCED WORKLOAD PROGRAM

Initiation of Request: The option of reduced-load employment must be exercised at the timely request of the employee and by the mutual consent of the District.

Eligibility Requirements:

A. The member must have reached the age of 55 prior to reduction in workload. The member's last year of eligibility is the year of his 70th birthday.

B. The member must have been employed in a full-time position requiring certification for at least 10 years, of which the immediately preceding five years were full-time employment. For purposes of the Reduced Workload Program, a member of the State Teachers' Retirement System is considered to have been employed full-time if there was an agreement between the member and the employer to perform service equal to that required by the governing board of other full-time employees in similar grades and positions to receive a full-time compensation for each day the schools of the districts were maintained during the school year. On-the-job performance is not required. As long as there was an agreement to perform full-time service at the beginning of the school year, the employee will still be considered as being employed full-time if he is unavoidably absent due to illness, bereavement, etc., during the school year. Sabbaticals and other approved leaves do not constitute a break in service. Such leave, however, is not used to compute the five years' full-time service requirement prior to entering the program.

C. The certificated member in community colleges who is a participant in good standing in the State Teachers' Retirement System may hold any position.

Participation Requirements:

A. The minimum Reduced Workload employment shall be the equivalent of at least half of the number of days of service required by the contract of employment during the last year served in a full-time certificated position. This requirement can be met in many different ways. The employee can work at least 1/2 time for the complete year; full time for at least 1/2 year, etc. The measurement of full and half workload will be by Teacher Load Units (TLU).

B. The member shall be paid a salary that is the prorata share of the salary that would have been earned had the member not elected to enter the Reduced Workload Program. The salary received must be at least half the salary the member would have earned on a full-time basis. If the member is paid less than half of the full-time salary, the minimum participation requirement will not have been met.

It is mandatory that both the minimum salary and minimum employment requirements are met. If the member has a contract requiring more or actually serves more than half-time, but is not paid at least half full-time salary, the participation requirements will not have been met and the member will not be entitled to a full year of service credit. All contracts will be written to provide for more work than half-time so that the member who takes an unanticipated leave for bereavement, illness, etc., and is docked, will still meet the minimum equivalent of half the number of days and be paid at least half salary. If this cannot be done, the member must make up any days docked in the same school year if the participation requirements are to be met.

C. The employer and employee must contribute to the STRS 12.50% and 8%, respectively, of the full-time compensation the employee would have earned if employed on a full-time basis.

D. The employee cannot participate in the plan for more than five years or beyond the year in which the 70th birthday falls, whichever comes first.

During the period of participation, the employee is entitled to all other rights and benefits for which payments are made that would be required if employed full-time, including health benefits as provided in Section 53201 of the Government Code.

The employee failing to meet any of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary, and will not receive the service credit that would have been received if employed on a full-time basis.

Administrative Requirements:

ARTICLE VII - continued

A. The agreement or contract must be executed by the employer and member, in writing, and submitted to the State Teachers' Retirement System through the County Superintendent of Schools to arrive at STRS at least 15 days prior to the participation in the Reduced Workload Program at the beginning of the school year or before the beginning of the second half of the school year, if only the second half is to be considered Reduced Workload service.

B. The participant must be identified and reported to STRS in accordance with the County/District Procedures Manual instructions.

C. Contributions for the participant and employer must be submitted to STRS based on the amount the participant would have earned if employed on a full-time basis regardless of the schedule of employment.

ARTICLE VIII

TAX SHELTERED ANNUITY PROGRAM

A. Each employee eligible for membership in State Teachers' Retirement System or Public Employees Retirement System shall be given the opportunity of entering into an amendment to such employee's contract of employment for the purpose of effecting a reduction in the salary paid to such employee.

B. For each employee who voluntarily elects to accept such reduction in the salary paid, Redwoods Community College District will, as directed by such employee, purchase with an amount equal to such reduction in salary, a non-transferable annuity contract issued by a life insurance company in which the employee's rights are nonforfeitable except for failure to pay future premiums.

C. Any employment arrangement between the Board of Trustees and an employee may be modified to substitute the payment of annuity premiums by the Board of Trustees in lieu of like portion of the compensation payable directly to the employee, and to provide that the Board of Trustees expend such amount as requested in writing by said employee for the purchase of a monthly annuity for such employee through any of the approved companies after execution by the company of an indemnity agreement.

D. All rights in such an annuity contract vest in the employee immediately upon purchase; and like amounts will be similarly expended in each year of the continued employment of each such employee, so long as such agreement remains effective, and unless contrary action is ordered by this Board of Trustees; and

E. For each employee who voluntarily elects to accept such reduction in the salary paid, Redwoods Community College District will pay to the State Teachers' Retirement System of California or Public Employee's Retirement System the amount necessary for the retirement contributions within the meaning of the provisions of Section 13814.1 of the California Education Code, prior to reorganization of the Education Code.

F. The Superintendent is authorized to procure and administer these annuity contracts.

ARTICLE IX

GRIEVANCE

A. Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definitions:

1. Grievance: A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.

2. Grievant: Any member of the bargaining unit covered by the terms of this Agreement.

3. Day: A "day," for purposes of this Grievance Article, is any day in which the central administrative office of the College of the Redwoods is open for business.

C. Time Limits:

1. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure relative to the grievance in question.

2. District failure to respond within establish time limits at any step entitles the grievant to appeal to the next step.

3. Time is of the essence in all processing of grievances.

D. Member Legal Rights: Nothing contained herein shall deny to any member his/her rights under state or federal constitutions and laws. No member may use this grievance procedure in any way to (1) appeal discharge or a decision by the Board or administration not to review his/her contract; (2) dispute any action of the Board or administration which complies with state law; (3) appeal any decision of the Board or administration if such decision is applicable to a state or federal regulatory commission or agency. The grievant may be represented by a designee of CRFO at any step of this grievance procedure.

E. Procedural Steps:

1. Submission of Grievance: Within sixty calendar days after an alleged violation of this Agreement, the employee shall submit to the Executive Vice President a written statement of his/her alleged grievance. Submission of the grievance to the employee's immediate supervisor shall toll, for a maximum of twenty-one calendar days, the sixty day time limitation.

2. Response: The Executive Vice President or his/her designee shall communicate his/her decision to the employee within twenty-one calendar days after receiving the alleged grievance.

3. Appeal: In the event that the employee is not satisfied with the decision of the Executive Vice President, he/she shall appeal to the Board of Trustees by submitting to the Executive Vice President in writing, his/her appeal within twenty-one calendar days of receiving the decision of the Executive Vice President. The written appeal shall state in detail the reasons for the appeal and the remedy sought. In the event that the employee elects to appeal to the Board of Trustees, the Board shall, within sixty-five calendar days of receipt of the grievance, submit its decision on the grievance in writing. The decision of the Board shall be the final decision of the district on the grievance. Failure of the employee to appeal to the Board of Trustees as provided herein shall be deemed a waiver of his/her rights to appeal.

4. A grievant shall maintain his/her full legal remedies, including recourse to litigation, in the event that he/she is not satisfied with the final decision on the grievance.

ARTICLE X

ADMINISTRATIVE REMEDIES

CRFO agrees to exhaust any and all administrative remedies before filing any unfair labor practice charge, filing a complaint in a court, or seeking any outside assistance in resolving any type of labor dispute.

ARTICLE XI

TRANSFER AND REASSIGNMENT PROCEDURE

TRANSFER: The procedure set forth herein will be followed in cases of transfer of full-time faculty from the regularly assigned service location to another service location more than 30 road miles away from the regular service location. A "transfer" shall be distinguished from a "reassignment."

Upon recognition by the Executive Vice President of overstaffing on any campus or department and/or the need for additional faculty on any campus or department which may, in the opinion of the Executive Vice President, necessitate a transfer, the Executive Vice President shall consult with the Deans of the education centers and/or such other administrative and academic personnel as he deems appropriate.

Before a transfer is effected, volunteers shall be sought by the Executive Vice President to fill the need. The determination of the qualifications of volunteers to fill the identified need shall be made by the Executive Vice President after considering the recommendations of the transfer committee.

The transfer committee shall have five voting members as follows:

> Immediate supervisor of faculty at present assignment; immediate supervisor of faculty at proposed assignment; three faculty members, two of whom are designated by the faculty senate, and one of whom is designated by CRFO.

If there are no volunteers or if the persons who volunteer are deemed by the Executive Vice President to be lacking in qualification to fill the need, the Executive Vice President shall file a written proposal with the transfer committee concerning who (if anyone) shall be transferred involuntarily. All involuntary transfers shall be upon the basis of seniority, assuming qualifications as defined below exist. Seniority shall be determined by reference to the seniority date of employee. Those faculty members whose seniority date is the same shall have their seniority established as by law. No faculty member shall be transferred if there is a less senior faculty member who is qualified to fill the position giving rise to the need for transfer. As utilized herein, the term "qualified" shall mean any person already teaching in the same service area or, in the alternative, who has taught at least two semesters in the same service area during the prior three school years as part of his regular load. As utilized herein, the term "service area" refers to courses commonly considered to be in the same or related disciplines.

In respect to voluntary transfers the Executive Vice President shall consider relative seniority, feasibility of hiring additional faculty, class size allotments, instructional needs on all campuses, and enrollment figures. The Executive Vice President shall present the transfer committee with a copy of his proposal, and upon receiving same the transfer committee shall convene and choose a chairperson. The transfer committee may invite college staff to attend committee discussions and discuss the transfer possibilities and may otherwise consider the Executive Vice President's proposal and shall transmit its recommendations to the Executive Vice President. A copy of its recommendations shall be sent to the person recommended for transfer.

The Executive Vice President shall in his discretion designate the faculty member to be transferred on all voluntary transfers. In regard to involuntary transfers the Executive Vice President shall select for transfer that qualified faculty member having the least seniority.

Moving expenses of any person (arising out of a district-initiated transfer) transferred voluntarily or involuntarily to meet the needs of the district shall be paid by the district up to a maximum of $1,200.00. Any faculty member transferred voluntarily or involuntarily shall have the option to transfer back to his previous position at the original campus when an appropriate opening occurs provided in the opinion of the Executive Vice President the person has the qualifications.

Neither voluntary nor involuntary transfers shall affect seniority rights.

Mileage shall be paid to persons transferred according to district policy. Any person transferred voluntarily or involuntarily shall be compensated for additional travel time necessitated by the transfer at the district mileage rate.

REASSIGNMENT: This procedure will be followed in cases of reassignment of full-time faculty. "Reassignment" is to be distinguished from "transfer." "Reassignment" is utilization of a particular faculty member assigned to a particular service location for an assignment within 30 road miles of the service location to which he is regularly assigned.

Upon recognition by the Executive Vice President of overstaffing on any campus or education center and/or the need for additional faculty on any campus or department necessitating reassignment, the Executive Vice President shall consult with the appropriate heads and/or such other administrative and academic personnel as he deems appropriate.

Before a reassignment is effected, volunteers shall be sought by the Executive Vice President, where appropriate, to fill the need. The determination of the qualifications of volunteers shall be within the discretion of the Executive Vice President. If there are no volunteers or if the persons who volunteer are deemed by the Executive Vice President to be lacking in qualifications to fill the need, the Executive Vice President may resort to involuntary reassignment. In making an involuntary reassignment the Executive Vice President shall consider, in addition to those factors he may deem appropriate, the following:

A. Seniority. The general policy shall be to send less senior and/or part-time qualified faculty to conduct classes off the main campus when all other factors are equal;

B. If reassignment is for the purpose of filling out a full-time faculty member's load, then due consideration will be given to using courses paid for on a TLU basis (non-contractual).

C. Extent of off-campus teaching: It shall be the general policy, where practical, to limit instruction away from the employee's regularly assigned service location to one class per year per full-time faculty member.

Nothing herein shall be deemed to prevent the Executive Vice President from considering other factors such as teacher skill and ability, faculty availability, faculty experience, feasibility of hiring additional faculty, class size allotments, and instructional needs on all campuses, along with other relevant criteria.

ARTICLE XII

CERTIFICATED PERSONNEL EVALUATION

Purpose: The enactment of SB696 (Rodda) 1971 legislature establishes the concept that regular evaluation of certificated personnel is fundamental to the improvement of instruction.

Standards and procedures clearly defining evaluation procedures are required and must be uniformly administered. (Ed. Code 87626)

Definitions: (Ed. Code 87660 et. al.)

A. Contract employee means an employee serving in a position requiring certification qualification for the first or second academic year under a contract for employment.

B. Regular employee is an employee serving in a position requiring certification qualifications and so designated by the Board of Trustees as a permanent employee.

C. Temporary employee is an employee who is employed on a day to day or week to week basis.

D. Part-time employee is an employee employed for 13.5 TLU or less per semester.

Certificated positions include all certificated personnel not designated as "management", including non-teaching certificated persons.

Responsibility for implementation of this shall reside with the Executive Vice President, with recommendation for employment status residing with the Superintendent/President.

It is acknowledged that the Executive Vice President, the Dean/Instruction, and the Division Chairperson by description have the right and responsibility to visit any classroom at any time for the purpose of observation and evaluation.

Certificated personnel evaluation procedures are as follows:

Contract Employees - Stage I

A. The contract employee shall be evaluated by the sixth week of employment (generally the Fall Semester). The evaluators shall include the following:

1. Evaluatee's Division Chairperson (or Director, Education Centers).

2. One peer instructor as selected by the evaluatee.

B. The evaluation process shall consist of:

1. At least one classroom* visitation by each party described in A.1. and A.2. above.

2. All evaluators shall use the approved "Standard Evaluation Form for Certificated Staff" during the classroom visitation.

3. Classroom visitation should not be performed at the same time in one class by the members of the evaluation team.

4. The "Student Evaluation Form" shall be completed by all students in all of the evaluatee's classes. COUNSELORS AND LIBRARIANS SHALL DISTRIBUTE FORMS TO STUDENTS SERVED DURING FOURTH WEEK OF CLASS.

C. A post-evaluation conference shall be held, consisting of:

1. Executive Vice President and/or Dean/Instruction

2. Evaluatee's Division Chairperson

3. Peer Instructor

4. Evaluatee

D. Post-evaluation conference shall occur no later than the tenth week of employment.

E. During the post-evaluation conference the evaluatee will be given the results of student evaluation forms, as well as those from the individual evaluators.

F. Progression from Contract Employee - Stage I to Contract Employee - Stage II shall occur when:

1. Any two members of the evaluation team in C, above, deem it necessary.

2. In the event of major discrepancies between the results of the student evaluation and the peer/administrative evaluation.

3. The results of the student evaluations and one evaluator deem it appropriate.

Contract Employee - Stage II

A. When deemed necessary during Stage I, post-evaluation conference Stage II shall be implemented and completed no longer than the twelfth week of employment.

B. The evaluators in Stage II shall consist of:

1. Executive Vice President and/or Dean/Instruction

2. Evaluatee's Division Chairperson (for Instructional staff).

3. One peer instructor (chosen by the evaluatee in addition to the peer evaluator participating in Stage I).

C. Evaluation process shall consist of:

1. Conferences with the evaluatee by the evaluators collectively and/or singularly.

2. Classroom* visitations with all results of the visit recorded on and guided by the approved Standard Evaluation Form.

3. Classroom visitations need not be performed simultaneously by the members of the evaluation team.

4. Classroom visitations by the evaluation team need not be restricted to one visit.

D. The results of Stage II, with each evaluator's recommendation, shall be forwarded to the President no later than the fourteenth week of employment. Recommendations might include:

1. In-service training under the direct supervision of a "master teacher"**

2. Leave of absence for maximum of one year without pay for personal or academic development.

3. Retention.

4. Dismissal.

Regular Employee - Stage I

A. Evaluation of regular employees shall be accomplished biennially.

B. Stage I shall duplicate procedures cited above for Contract employees - Stage I.

C. The regular employee shall be evaluated any time during the year prior to the fourteenth week of the Spring Semester. The specific evaluation time shall be scheduled by the Division Chairperson.

D. All evaluations shall progress to Stage II if either the Division Chairperson or the peer evaluator, with the concurrence of the Executive Vice President or Dean/Instruction expresses a need for instructional improvement on the evaluatee's part.

Regular Employee - Stage II

A. The evaluation process herein shall duplicate Contract employee - Stage II as to format and procedures (time schedule shall be set by the Executive Vice President or Dean/Instruction).

Criteria for Evaluating Contract Employee: (Ed. Code 87669)

Before making a decision related to the continued employment of a contract employee, the following requirements shall be satisfied:

1. The employee has been evaluated in accordance with standards and provisions established by the Board of Trustees.

2. The Board of Trustees has received statements of the most recent evaluations.

3. The Board of Trustees has received recommendations from the Superintendent/President.

4. The Board of Trustees has considered the statement of evaluation and recommendation in a lawful meeting.

* Classroom shall be interpreted to mean classroom, library, or offices, as appropriate.

** "Master teacher" shall be interpreted to mean classroom instructor, librarian, or counselor, as appropriate.

ARTICLE XIII

CONSULT

The District agrees to consult with CRFO concerning changes proposed on the following Board policies:

A. Course outlines

B. Textbooks

C. Employment of Division Chairperson

D. Employment of certificated personnel

ARTICLE XIV

SCHOOL YEAR

The faculty members' duties begin five days prior to the first day of classes in the Fall Semester and continue through graduation and at the end of the Spring Semester, except where excused or alternatively assigned by the Executive Vice President.

ARTICLE XV

REDUCED LOAD

Eligibility: Any full time regular employee is eligible for, and may request, a reduction in workload.

Initiation of Request: The reduced workload request is initiated by an employee and must be forwarded through channels for action by the Board.

Workload: The minimum workload shall be one-half of the annual full-time workload as defined in Article III of this Agreement. Employees who serve under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes. Employees shall meet contractual obligations other than teaching in proportion to the load worked.

A. Salary: Salary shall be in direct proportion to workload and may, with agreement of District, be prorated over twelve months.

B. Fringe benefits: The employee on reduced workload shall retain all rights and benefits of a full-time employee, including all fringe benefits.

C. STRS: The employee and the District shall make contributions to the STRS in proportion to the load worked, and the employee shall receive proportionate service credit.

D. Modification of workload: Requests for modification of the reduced workload must be approved by the Board.

E. Notification dates: An employee requesting participation in this reduced workload option must apply for consideration at least 120 days in advance of the period of reduced load, or at a later time based upon mutual consent of parties involved.

F. Contract: Mutual consent to the conditions noted above must be reached within one month of the date of application.

ARTICLE XVI

IN-SERVICE TRAINING POLICY

For new faculty: All certificated full-time employees shall be assigned a reduced workload of 19-1/2 - 21 load units for their first semester of employment at College of the Redwoods. The balance of the work load (equivalent to 1 - 2 hours of lecture per week) shall be filled through participation in In-Service Training programs. The exact amount of released time for in-service training will depend upon the individual's schedule variables. In addition, new first-time faculty will not carry overload schedules and shall be excused from student advising and committee assignments.

Credentialed staff: An In-Service Training Committee shall be organized and shall be composed of two faculty senate appointees, two appointees from the faculty at large appointed by CRFO, and chaired by the College's Executive Vice President. The committee's function is to evaluate both in-service courses to be offered for ITU's (In-Service Training Units) and individual projects also to be offered for ITU's. The committee will have the responsibility of maintaining the quality integrity of both programs.s

The Faculty Development Committee will receive all proposed In-Service courses and projects and approve them or return them to the originator for suggested revisions. Upon final approval by the committee, the course will be offered for the appropriate members of the certificated staff. At the conclusion of the course, the originator will have the responsibility of submitting an evaluation of the course to the Faculty Development Committee. This evaluation shall include comments of both the participating faculty and the course instructor (plus the originator, if different from instructor).

Both In-Service Training courses and individual projects can be originated by appropriate staff members, cleared through the Division Chairs (or appropriate administrative agents) and submitted to the In-Service Training Committee for action. The IST Committee, after consulting with affected administrative agents, including the Executive Vice President, can give final approval for projects.

Option A: The following schedule will be used to establish ITU's for credit on the College of the Redwood's salary schedule. No more than 15 ITU's may be used for a change of column purposes on the College of the Redwoods' salary schedule. No vertical movement is made by accumulation of ITU's. Any computation of unit value/lecture hours/lecture-lab-field trip/ out of class hours shall take into account the change from a quarter to semester system.

Option B: Certificated staff members may, in consultation with their Division Chairperson, choose to have ITU's applied to their teaching load rather than to the change of column on the College of the Redwoods salary schedule of the In-Service course given during the academic year.

One TLU may be substituted for one load unit. No more than three ITU's may be used in any one semester or in any academic year for this purpose.

ITU's may not be used on computing faculty load units for purposes of overload pay. ITU's will not be given for Fall Faculty Orientation sessions.

Option C: The accumulation of ITU's may be used as a basis for application for Professional Growth Increment, if such increment is approved by the Board.

In-Service Training Units (ITU's) may be earned in the following ways:

1. Teaching or attending conventionally organized workshops or seminars with 12 or more participants.

2. Divisional workshops.

3. Individual projects.

Individual projects should meet one of two criteria for acceptance by the IST Committee: 1. Clear growth and development of the individual within his/her area of expertise; or 2. To meet some larger need by the College, such as retraining for new duties, skills or teaching assignments. All in-service courses shall be organized as continuing education courses (credit or adult non-credit) and all participants will be enrolled for ADA purposes. Add cards may be used for any course beyond the first one in any semester.

Instructors of any In-Service course must have the appropriate credentials if they are to be paid, and they will be paid on the part-time salary scale (unless this teaching is part of their regular faculty load). Guest lecturers who cannot be credentialed must receive prior clearance in order to be paid on a consultant basis if payment is deemed appropriate.

In-Service Application:

Prerequisite: Permission of the Instructor and the Faculty Development Committee.

ARTICLE XVI - continued

Objective: Development of faculty and administration groups who want to work on common problems and/or needs.

Credit: Appropriate In-Service Training Units (ITU) as outlined in the In-Service Training Policy, Part II.

Grades: Cr - Nc

These courses may be taken more than once for ITU credit if approved by the course instructor and the Faculty Development Committee.

Guidelines for Course Approval:

1. The staff participants or the instructor will submit a course proposal to the Faculty Development Committee and shall include:

   a. Course objective

   b. Topics to be covered

   c. Dates of course, hours, ITU's, etc.

   d. Prerequisites if any

   e. Cost to College in staff, materials, etc.

2. Proposals should be submitted to the Faculty Development Committee at least two weeks prior to the first course meeting.

ARTICLE XVII

INSTRUCTION ACTIVITIES BY ADMINISTRATORS

CRFO agrees to support the District plan developed during Program Review which allows District administrators occasionally to teach a course or courses, provided the administrator has credentials and a level of competency acceptable under normal policies, codes, and directives and provided further that such assignment has received prior approval of the instruction department concerned.

ARTICLE XVIII

TERM

The term of the agreement shall be from September 1, 1985, through August 31, 1988.

ARTICLE XIX

It is hereby agreed and recognized by the parties hereto, including the District, CRFO, its officers, employees, members, and agents and all persons whom CRFO represents or has represented in employment relations with the District, that this agreement constitutes an express complete waiver, release, compromise and settlement, of any and all claims, rights and causes of action by CRFO, its officers, employees, members, and agents, and all persons whom CRFO represents or has represented in employment relations with the District, and each of them, against Redwoods Community College District, its Governing Board, its officers, employees, agents and former officers, employees, and agents, and each of them, in any matter pertaining to or arising out of alleged collective bargaining contractual commitments or policies of the District pertaining to the language in the contracts for the years commencing January 1, 1976 through August 31, 1983, concerning the policy of the Board of Trustees to pay in accordance with the statewide median predicated upon "its ability to pay." The CRFO has made a claim that for the years commencing January 1, 1976 through and including the contract year ending August 31, 1983, the District has breached a contractual duty to pay salary and benefits in accordance with the statewide median or, in the alternative, some sum in excess of the amount actually paid.

By this waiver CRFO intends to waive the right of any and all of its members and persons it represents or has represented in employee relationships with the District, or any of them, whether together or individually, to file a suit, or a labor relations complaint, upon the aforementioned claims. It is further agreed that this waiver, release, compromise and settlement is of the essence of this agreement and constitutes consideration for the covenants and promises contained herein. In the event CRFO, its officers, employees, members, or agents, or any of them, or any person represented by CRFO, currently or in the past, files any such claims against the District, its Board of Trustees, officers or employees or former officers or employees or any of them, alleging a breach of any former contractual commitments described above, CRFO shall assist the District to the extent of 50% of the costs thereof in the defense of such lawsuit or claim and shall actively cooperate with the District using any and all lawful methods to dissuade, discourage and terminate such litigation or claim. CRFO and its members also jointly agree to hold District, its governing board, officers, employees and former officers and employees harmless from any money damages which might be awarded against them as a result of the filing of any claim, cause of action, labor relations complaint, or lawsuit against them as described above.

ARTICLE XX

ZIPPER CLAUSE - COMPLETION OF MEETING AND NEGOTIATING

During the term of this agreement both parties waive and relinquish the right to meet and negotiate and agree that neither shall be obligated to meet and negotiate with the other respecting any subject or matter, whether referred to or covered in this agreement or not, even though such subjects and matters may not have been within the knowledge or contemplation of either or both the District or CRFO at the time they met and negotiated on and executed this agreement, and even though such subjects or matters may have been proposed and later withdrawn.

Notwithstanding the above, each party may reopen negotiations for the year 1986-87 and the year 1987-88 only on fringe benefits and two unspecified subjects. Salaries and any compensation in the form of a one-time payment shall not be subject to negotiations during the term of this Agreement. In order to exercise any right to reopen negotiations as described above, CRFO shall deliver its initial proposal to the office of the Dean, Business Services, not later than May 1, 1986, for 1986-87, and May 1, 1987, for 1987-88 negotiations.

Date: 8/6/85

Thomas S.

District Representative

Date: 8-9-85

Organization Representative

APPENDIX A

Board of Trustees Policy No. 309
Exhibit 309.01

COLLEGE OF THE REDWOODS

CERTIFICATED SALARY SCHEDULE

September 1, 1985 - August 31, 1986
Using *.0339 Increase, plus 1%

STEP	CLASS I BA	CLASS II MA	CLASS III MA + 20	CLASS IV MA + 40
1	19,681	21,485	22,965	24,548
2	20,384	22,332	23,891	25,553
3	21,250	23,216	24,853	26,598
4	22,030	24,135	25,851	27,688
5	22,949	25,089	26,890	28,822
6	23,847	26,083	27,972	29,999
7	24,779	27,109	29,099	31,226
8	25,750	28,184	30,268	32,504
9	26,757	29,301	31,464	33,833
10	27,804	30,454	32,752	35,218
11	28,889	31,660	34,067	36,660
12	30,018	32,910	35,437	38,160

NOTE: Faculty with an earned doctorate degree with an accredited school in the appropriate field will receive $500 above his/her annual salary as developed by placement on the above schedule.

The hourly rate for the Nurse, Health Services shall be $10.97. The hourly rate for the Instructor-Seminars Workshops shall be $8.36. The rate for part-time instructor orientation is $20.00 per session once each year.

*To be revised when three year actual average increase data is available.

APPENDIX B

Board of Trustees Policy No. 309
Exhibit 309.01

COLLEGE OF THE REDWOODS

SEMESTER BASED
PART TIME CERTIFICATED SALARY SCHEDULE

Summer School 1985
September 1, 1985 - August 31, 1986*

STEP	CLASS I BA	CLASS II MA	CLASS III MA + 20	CLASS IV MA + 40
1	222.78	243.19	259.96	277.86
2	231.47	252.80	270.43	289.24
3	240.56	262.79	281.32	301.09
4	249.94	273.21	292.63	313.42
5	259.76	283.99	304.39	326.26
6	269.94	295.25	316.64	339.58
7	280.50	306.87	329.39	353.46
8	291.49	319.01	342.63	367.93

*NOTE: Part time instructors will be placed on the 1985-86 unit member salary schedule and advanced one step on the schedule for each 45 teacher load units of service to a maximum of Step 8.

For 1985-86, the compensation schedule is calculated at the 1984-85 schedule, times 1.5 for the semester conversion, times 1.054.

AGREEMENT

for
Fiscal Years
1983-84, 1984-85, 1985-86

As Amended for 1986-87 Academic Year

between

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

and

UNITED FACULTY
of the
Contra Costa Community College District

December 1, 1986

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ARTICLE 1
RECOGNITION

1.1 The Governing Board of the Contra Costa Community College District, hereinafter referred to as the "Board," recognizes the United Faculty of the Contra Costa Community College District, hereinafter referred to as the "United Faculty," as the sole and exclusive bargaining representative for all certificated employee faculty members, excluding Associate Deans, Chancellor, Deans, Directors, Financial Aid Officer, Presidents, Vice Chancellors, District Office Personnel, Division Chairpersons, Assistants to the President.

1.2 The United Faculty recognizes the Board as the duly-elected representative of the people and agrees to negotiate only with the Board representatives officially designated by the Board to act in its behalf. The United Faculty further agrees that it will not attempt to negotiate privately with the Board or any Board member.

1.3 Definitions.

1.3.1 The terms, "faculty member," "teacher, " and "member," shall refer to any member of the bargaining unit. The term, "management," shall refer to individual or collective management employees as defined in Chapter 10.7 of the Government Code of the State of California. The term, "teaching unit," shall refer to the unit specified as represented by the United Faculty.

1.3.2 The term "division" when used within the contract shall be read to include the designation "area". The term "department" where used within the contract shall be read to include the designation "sub-area" or "non-departmentalized faculty group."

ARTICLE 2
EFFECT OF AGREEMENT

2.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

2.2 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

ARTICLE 3
BOARD-UNITED FACULTY RELATIONS

3.1 The Board shall not adopt or allow to be adopted any Board Policy, Administrative Policy or any other rule or regulation which is in conflict with this Agreement. If any existing Board Policy, Administrative Policy, or other rule or regulation conflicts with this Agreement, this Agreement shall govern.

3.2 Board Policies, Administrative Policy and other rules and regulations of the District or its sub-units falling within the scope of bargaining shall not be changed or rescinded during the life of this Agreement, except by mutual consent.

3.3 All proposed Board Policies, Administrative Policy or other rules or regulations within the scope of bargaining of the District or any of its sub-units shall be forwarded to the United Faculty at least thirty (30) work days before adoption for analysis, consideration and comment.

3.4 Released Time for United Faculty Officers. District agrees to provide United Faculty released time of the equivalent of one and three-fourths (1-3/4) FTE for the conduct of United Faculty activities. Such released time shall be agreed to and scheduled prior to the beginning of each semester.

3.4.1 No one person shall receive more than three-fifths (3/5) FTE in released time.

3.4.2 Such allocation shall be based on whole courses and shall not be granted to more than six (6) members.

3.4.3 Such one and three-fourths (1-3/4) FTE released time shall be calculated based on the District load policy.

3.4.4 A. All such released time shall be reimbursed to the District by the United Faculty based upon Salary Schedule B-5.

B. The replacement cost for released time for United Faculty Officers will be calculated based on the District wide mean salary rate per hour for temporary (part-time) instructors in accordance with ES-35 for November, for Fall Semester, and ES-35 for April, for Spring Semester released time.

3.4.5 District agrees to grant to the United Faculty Executive Committee and four (4) grievance officers released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment shall be made for travel, rooms, meals or related expenses.

A. Such released time shall be requested, wherever possible, two (2) weeks or more in advance of such conference or seminar.

B. Such released time cumulatively shall not exceed two (2) FTE during any fiscal year, and no one member shall exceed one-fifth (1/5) FTE.

C. All such released time shall be reimbursed to the District by United Faculty based upon Salary Schedule B-5.

3.5 A reasonable number, not exceeding seven (7) members of the Bargaining Committee, shall be released from their regular work duties (whether regular, part-time, night-time, or summer classes) with pay, when negotiation meetings with management are scheduled during working hours of the employees involved.

A reasonable number, not exceeding five (5) members of the Grievance Committee, shall be released from their regular work duties (whether regular, part-time, night-time, or summer classes) with pay, when assisting members in grievance resolution meetings which are scheduled with management during the working hours of the Grievance Committee member involved.

3.6 The Board shall provide the United Faculty the following documents on a regular basis at no cost to the United Faculty. Special issues, updating, modifications, corrections, shall be provided at the same time distribution is made to management employees.

3.6.1 Four (4) copies each of:

- Board Policy and Administrative Policy books
- Directory of District Personnel

Three (3) copies each of:

- Governing Board agenda packets and minutes excluding confidential materials
- Budgets, tentative, official, and line item for District and all Colleges

One (1) copy each of:

- UM-01
- UM-02
- UM-03
- UM-04
- UM-05
- UM-06
- UM-09
- UM-10
- UM-12
- UM-15
- UM-16

- Sabbatical Leave applications
- Sabbatical Leave reports
- Annual Five (5) Year Construction Plans report
- Annual Deferred Maintenance Plan report

3.7 Dues.

3.7.1 Part-Time Employees. District agrees to deduct dues in uniform amounts from all temporary (part-time) members within the unit recognized who have signed an authorization card for such deductions in a form approved by the District. Such dues shall be transmitted to the treasurer of the United Faculty. The written authorization for dues deduction shall remain in full force and effect unless revoked as provided in such form, and shall automatically cease upon termination of employment.

3.7.2 Agency Shop.

A. Each regular, Contract I, Contract II, and regular part-time unit employees shall, as a condition of initial and continued employment with the District, become a member of the United

Faculty or shall pay a service fee equal to the monthly dues of the United Faculty. This agency shop agreement shall continue for the life of this contract, and such agency shop fees shall become effective July, 1984 for all current eligible employees.

1. United Faculty agrees that it shall furnish a "Certification Form" to District, legally executed, certifying United Faculty membership dues or service charge. Such certification shall be furnished annually prior to June 10 or upon any change in such dues or service charges. The certification shall provide substantially the following:

   I certify that the dues and service charge for employees eligible within the unit for Agency Shop dues and service charges requirements is $__________ per __________.
   Effective Date ________________
   Date of Certification ____________
   Signature ____________________ Title ____________________

B. District shall, at the time an individual's employment commences or status changes to bring him/her into the eligible classes, furnish to each employee a written statement and an enrollment card which shall include substantially the following:

1. All regular, regular part-time, Contract I and Contract II employees within the unit shall, as a condition of initial and continued employment for the duration of the collective bargaining contract, do the following:

   a. Become a member of the United Faculty of Contra Costa Community College District;

   b. Not become a member of the United Faculty, but pay a service fee to the United Faculty;

   c. If a religious objector, pay an amount equal to United Faculty dues for services to a nonreligious charitable fund.

2. The enrollment card shall include substantially the following language:

   I authorize a payroll deduction from my wages in the amount certified by United Faculty to the District as proper monthly dues and/or fees provided by United Faculty. I hereby elect that such deduction be applied as follows: (CHECK ONE)

   a. For United Faculty membership dues.___

   b. For an Agency Shop service fee to United Faculty.____

   c. I decline to have dues or fees deducted from my pay warrant. I agree to pay a monthly fee for services directly to United Faculty. United Faculty requires advance payment of twelve months if such fees are not deducted from my pay warrants. I agree to provide United Faculty with such sum and to submit an acknowledgment to District of such payment within five (5) days of signing this card. If such acknowledgment is not provided by me within five (5) days, I agree District shall deduct and submit the monthly fee from my pay warrant each month and forward the sum to United Faculty.___

   Name ________________________ Date ____________

   d. Waiver. I decline to have District deduct any amounts from my pay warrants pursuant to the above and certify as follows:

   I am a practicing member of a recognized religious body or sect which has historically held a conscientious objection to joining or financially supporting any employee organization. I am not now financially supporting any employee or faculty organization nor have I in the past belonged to or financially supported such an organization. In lieu of paying dues, service fees or other to United Faculty, I agree to pay a monthly sum equal to such amount to a nonreligious charitable fund, exempt from taxation under Section 501(C)(3) of the Internal Revenue Code. Such fund shall be the "Scholarship Fund of the United Faculty of Contra Costa Community College District." I agree to provide United Faculty with proof that I meet the conditions of this waiver and proof of payment on a monthly basis as a condition of continued exemption from payment of membership dues or service fees to United Faculty. I agree, that if a dispute between United Faculty and myself occurs as to the validity of my claimed exemption and District is notified of such dispute by the United Faculty, District shall deduct monthly an amount equal to dues or service fee from pay warrants and remit to United Faculty such amounts pending notification by United Faculty that the dispute has been resolved.

Name ________________________________ Date ____________________

e. This authorization and direction shall remain in effect during the period of this contract unless revoked in writing by me. Such authorization shall be automatically renewed for the period of each succeeding applicable contract between the District and United Faculty. This authorization shall be automatically revoked upon my termination of District employment or change of status within the District to remove me from the eligible categories stated herein.

C. No employee shall be terminated by enforcement of this article unless:

1. District is offered proof from United Faculty that the employee has been notified by letter explaining the delinquency in not tendering either uniformly required United Faculty dues or an amount equivalent to the uniformly required United Faculty dues, and specifying the current amount of such delinquency and warning that unless such dues or service charge is tendered within thirty (30) days, he/she will be reported to the District for termination as provided in this article; and,

2. United Faculty has furnished written proof that the procedure in "1." above has been followed, or has supplied the District with a copy of the letter sent to the employee and notice that the employee has not complied with the request. United Faculty shall specify further, when requesting District to terminate the employee, the following, by written notice:

   United Faculty certifies that ___(the employee)___ has failed to tender either uniformly required United Faculty dues or service charge required as a condition of continued employment under the contract and that under the terms thereof, United Faculty demands the District terminate ___(the employee)___ forthwith.

3. United Faculty agrees it shall indemnify and save the District harmless from any and all claims, demands, suits, or any other actions arising from this demand for termination.

D. District agrees that during the life of this contract and to the extent the laws of the State of California permit, and as provided in this article, District will deduct one (1) month's current and periodic United Faculty dues or service charge amount based upon the "Certification of Membership Dues and Service Charges" in uniform amounts, from the pay of each eligible employee who has voluntarily executed and delivered to the District an authorization form in substantial compliance with "B.2" above.

E. Changes in the amount of monthly uniform United Faculty dues or service charges, for any dues or deductions within this article, must be delivered to the District by United Faculty at least thirty (30) calendar days prior to the day the pay warrant will be issued.

F. All sums deducted by the District shall be remitted to United Faculty at the address given to the District by United Faculty once each month by the fifteenth (15th) calendar day following the pay period on which the deductions were made. District shall notify with each remittance the name of each employee and the amount of deduction.

G. District shall not be liable to United Faculty by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. United Faculty agrees it shall indemnify and hold the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this article, or, in reliance on any list, notice, certification or authorization furnished under this article. United Faculty, in addition, agrees it shall refund to District any sums paid to it in error.

3.8 Budget Committee.

3.8.1 It is agreed United Faculty may select a United Faculty Committee of no more than eight (8) members to meet with the District Business Manager as a "Budget Policy, Allocation and Review Committee" for the purpose of reviewing budgetary information. Such meetings shall be called by the District Business Manager on an approximate bi-monthly basis.

3.8.2 It is agreed United Faculty may select a United Faculty Committee of no more than six (6) members to meet with the College President and/or designee(s) on the respective campuses for the purpose of reviewing campus budget information. Such meetings shall be called by the respective President and/or designee(s) on an approximate bi-monthly basis.

3.8.3 Any such meetings shall be without released time payment for faculty participants.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 There are no provisions in this Agreement that shall be deemed to limit or curtail the Board in any way in the exercise of the rights, powers and authority which the employer had prior to the effective date of this contract; unless, and only, to the extent that provisions of this Agreement limit or curtail such rights, powers and authorities.

ARTICLE 5
NON-DISCRIMINATION

5.1 The Board and the United Faculty agree that they shall abide by Title VII and Title IX of the Federal Civil Rights Act of 1964, as amended in 1972.

5.2 The Board shall not undertake any action or allow any action to be undertaken which restrains, coerces or discriminates against any employee with respect to working conditions within the scope of representation, because of membership in, or lawful activity on behalf of the United Faculty.

ARTICLE 6
DIVISION/DEPARTMENTS

6.1 Division/Departments.

6.1.1 Divisions.

A. Division procedures, including procedures for division structure and faculty participation, shall be determined by management in consultation with division faculties.

B. Wherever possible, division recommendations to the next higher management level shall be developed in consultation with division faculties. However, in scheduling, budget, and curriculum matters, recommendations shall always be developed in consultation with division faculties.

C. Faculty participation in division operations shall be facilitated by department chairpersons in the operations listed in 6.1.4 below.

D. Division Chairpersons. Division Chairpersons are management positions and shall be selected by the College President.

1. Selection shall be from two (2) or more regular and contract faculty members submitted by the division which has determined by a vote of the regular and contract faculty that the nominees have the support of the majority of the regular and contract members of the Division.

2. Division Chairpersons shall be limited to two (2) consecutive full terms of office; a term of office being three (3) years in duration.

3. Individual eligibility for selection shall be re-established after one full term (three (3) years) out of office.

4. A Division Chairperson who during his/her term of office is granted a leave shall have any such leave period counted as part of the three (3) year term of office.

5. A Division Chairperson who is selected to fill an unexpired term of office (of a pervious Chairperson) of greater than a one (1) year duration shall be considered to have served the entire three (3) year term for purposes of this Article.

   a. Procedure to be used to replace or to substitute for a division chairperson prior to the completion of a term of office shall be the same procedure as used for an original selection, however, eligibility requirements in 6.1.1(3) above shall not apply to replacements or substitution for one (1) semester or less.

6. The President may at his/her discretion remove a Division Chairperson after consultation with a representative group from the Division.

6.1.2 Departments/Faculty Participation. Unit members shall be considered members of the college, division and department wherein their largest assignment falls.

A. Department.

1. Department faculty procedures, consistent with division procedures, shall be determined by the faculty members within them.

B. Department Chairpersons.

1. Elections/Term. Department chairpersons shall be elected for two (2) year terms from and by the regular and contract employees of the department. Such chairpersons may be recalled by two-thirds (2/3) vote of the same constituency.

C. Non-Departmentalized Areas.

1. Where sixty percent (60%) of the regular and contract faculty in a division has not formed into departments, that faculty may form one (1) non-departmentalized faculty group for the purpose of facilitating faculty participation in the operations listed in Section 6.1.4, below.

2. Election/Term. Where a non-departmentalized group is formed, the chairperson shall be elected for a two (2) year term from and by the regular and contract employees of the non-departmentalized division. Such chairperson may be recalled by a two-thirds (2/3) vote of the same constituency.

6.1.3 Establishment/Change/Abolishment.

A. District shall notify the United Faculty for consultation prior to establishing, changing, or abolishing any recognized department structure.

B. Any adverse effect within the scope of bargaining on faculty members resulting from such establishment, change or abolishment shall be immediately negotiated with the United Faculty on request.

C. Management may offer assistance to the affected faculty in initial organization of departments. Such assistance is not mandatory, but is desirable and may be communicated in either written or oral form.

6.1.4 Participatory Areas.

A. Budget. Faculty in departments make budget requests for instructional programs. The appropriate division committee reviews such requests and makes recommendations. Faculty in departments recommend procedures for distribution of discretionary funds allocated to those departments.

B. Scheduling. Faculty in departments prepare and recommend teaching schedules and room assignments in accordance with Article 8 of this contract.

C. Hiring.

1. Division heads shall be included in any interviewing team, as a non-voting member, established under provisions of this contract.

2. Faculty shall participate in the screening of applications for faculty and such classified employees as serve in a direct relationship to the instruction or student service program or fall under a department where such screening is not in conflict with contract provisions of the classified units.

3. An interviewing team shall be selected according to department regulations and shall consist of no less than two (2) and no more than five (5) regular faculty members and one manager who shall participate in all activities of the team except voting. The same team shall interview all of the candidates who are invited to come to the campus.

   Where a department has one (1) position authorized to it, the interviewing committee used in filling such position shall be chosen by the Faculty Senate President in consultation with the division chairperson and Dean. Such committee shall consist of no less than two (2) and no more than five (5) regular faculty members plus the division chairperson who serves as a non-voting member.

   Where a department has two (2) positions authorized to it and one (1) of those positions is to be filled, the interviewing committee used in filling it shall be jointly chosen by the remaining faculty member and the Faculty Senate President in consultation with the division chairperson and Dean. The committee shall consist of no less than two (2) and no more than five (5) regular faculty members plus the division chairperson who serves as a non-voting member.

   a. Each department shall develop instruments for the rating of the candidates. Such instruments shall be the property of the District.

   b. Such instruments and/or questions shall be made available to management prior to the screening process for its (District) information.

   c. Any and all personal notes and/or information developed by individual team members shall remain the property of the team member.

   d. The interviewing team shall recommend three (3) or more of the best qualified applicants, without indicating any preferences, for consideration by management.

      After management interviews the referred applicants, management shall meet with the interviewing faculty team to discuss the ranking of the candidates and the president's proposed recommendation to the Chancellor and the Governing Board.

   e. Management shall make the final selection based upon the recommendations of the interviewing team, affirmative action requirements, and its own evaluation.

   f. With the concurrence of the appropriate department these hiring procedures may be waived for part-time temporary certificated employees.

   g. Faculty may be invited to participate in the selection of management personnel at the discretion of the Chancellor, or his designee.

D. Staffing. Faculty in departments can make recommendations through the division chairperson on such matters as staffing needs, enrollment trends, use of part-time staff, and affirmative action programs.

E. Curriculum. Following department procedures, faculty can make recommendations for new courses or curriculum changes to the appropriate committee dealing with curriculum and instruction as constituted at the local campus.

F. Facilities. Faculty in departments can make recommendations for the use of facilities.

G. Staff Development. Faculty in departments may formulate in-service training recommendations. In-service training programs for the improvement of instruction in departments shall not be undertaken without the consideration and approval of the affected group.

6.1.5 Notwithstanding any of the above, District management has final responsibility and authority for all District operations.

6.1.6 When management does not accept a written recommendation of the department the appropriate chairperson shall be notified in writing of the action and the reason(s) therefore.

6.1.7 Division/Department Procedures Development.

A. Development of Division/Department rules may proceed simultaneously and/or independently. Where conflicts occur, such conflicts are to be submitted through applicable consultation and grievance resolution process prescribed in this contract.

B. The establishment of Division rules is not designed to interfere in the development of department rules so long as department rules are developed as prescribed by this contract.

ARTICLE 7
FACULTY LOAD/CLASS SIZE

7.1 Faculty load is credited in hours per week (or WSCH for independent study and work experience) which are assigned in instructional load assignments and/or non-instructional load assignments.

7.2 Instructional. The following types of instructional assignments are agreed to constitute a full instructional load for a semester when conducted for the hours (or WSCH for independent study and work experience) specified:

7.2.1 Lecture Course Assignment. One wherein the instructor devotes his/her time in class to a presentation of subject matter and/or discussion, and/or problem solving. Time outside of class is devoted to preparation and to criticizing and evaluating assignments and examinations. An assignment of fifteen (15) in-class hours shall be considered a full instructional load.

7.2.2 English Composition Type Course Assignment. A lecture course wherein an instructor is required to devote an extraordinary amount of time outside of class to criticizing and evaluating written assignments and examinations. An assignment of twelve (12) in-class hours shall be considered a full instructional load, provided that at least nine (9) hours are assigned to English Composition type courses.

7.2.3 Laboratory Type Course Assignment. One wherein the instructor devotes the major portion of the course time to the supervision of students who are working on laboratory experiments and exercises. Time outside of class is devoted to preparation and to criticizing and evaluating assignments and examinations. An assignment of twenty (20) in-class hours shall be considered a full instructional load.

7.2.4 Physical Education Course Assignment. One wherein the instructor devotes a considerable portion of the course to lecturing and demonstrating skills and techniques and the balance of the time to the supervision of student performance and the administration of a variety of tests. An assignment of twenty-two (22) in-class hours shall be considered a full instructional load.

7.2.5 Tutorial Course Type of Assignment. An assignment of twenty (20) in-class hours shall be considered as a full instructional load. Due to the nature of this type of assignment, the five (5) required office hours shall be scheduled in the tutorial facility.

7.2.6 Work Experience Type Assignment. One wherein the instructor works with students and their employers to develop learning objectives, monitors progress, consults with students and employers, and evaluates the learning experience. An assignment which develops a minimum of six hundred seventy-five (675) weekly student contact hours is considered a full instructional load.

7.2.7 Independent Study Type Assignment. One wherein the faculty member conducts instruction in accordance with Administrative Code provisions, Chapter 4, Article 4 of Title V, Section 55300, et seq. An assignment which develops a minimum of six hundred seventy-five (675) weekly student contact hours is considered a full instructional load.

7.3 Non-Instructional. The following types of non-instructional assignments are agreed to constitute a full load when conducted for the amounts specified:

7.3.1 Counseling. The counseling assignment shall consist of scheduled counseling appointments and other assigned student personnel services, e.g., group counseling sessions, high school counselor liaison, departmental/divisional articulation. An assignment of twenty-seven and one-half (27-1/2) hours per week exclusive of counseling appointment preparation, evaluations, reports, and the like, shall be considered a full counselor load.

7.3.2 Librarians/Learning Resources Assignment. One wherein the librarian performs duties consistent with the provisions of library/learning resources services and the operation of facilities where library/learning resources services are offered. An assignment of forty (40) hours per week, thirty-five (35) of which are normally assigned in the library/learning resources facilities, five (5) in unscheduled associated and/or professional duties, shall be considered as a full librarian/learning resources assigned load.

7.3.3 School Nurse Assignment. One wherein the school nurse performs duties consistent with the provision of student health services and the operation of facilities where student health services are offered. An assignment of forty (40) hours per week, thirty-five (35) of which are normally assigned in the health office, five (5) in unscheduled associated and/or professional duties, shall be considered as a full school nurse assigned load.

7.3.4 Tutoring Coordinator Assignment. One wherein the tutoring coordinator performs duties consistent with the provisions of tutoring services and the operation of the facilities where tutoring services are offered. An assignment of thirty-five (35) hours per week, thirty (30) hours per week which are normally assigned in the tutoring center, five (5) hours per week in unscheduled associated and/or professional duties, shall be considered as a full tutoring coordinator assigned load.

7.3.5 New Non-Instructional Position. Full load for any new certificated non-instructional position created during the life of this Agreement shall be forty (40) hours, with thirty-five (35) hours scheduled duties and five (5) hours unscheduled associated and/or professional duties.

7.4 Balancing. Full load hours for combined assignments other than those specified above shall be determined by the following formula:

$$\frac{\text{Hours of assignment, Type 1}}{\text{Full load for assignment, Type 1}} \text{ PLUS } \frac{\text{Hours of assignment, Type 2}}{\text{Full load for assignment, Type 2}} \text{ PLUS } \frac{\text{Hours of assignment, Type 3}}{\text{Full load for assignment, Type 3}} \text{ EQUALS } 1$$

7.4.1 Underload or overload shall be balanced within the following four (4) regular semesters.

7.4.2 Where the Chemistry sections, in Diablo Valley College and Contra Costa College only, are divided between the lecture type assignment of three (3) hours and the laboratory type assignment of fifteen (15) hours, AND, the lecture section consists of two (2) laboratory sections scheduled together, the unit member will be considered to have a full load.

7.5 Maximum Class Size.

7.5.1 Maximum class size shall be as specified in Appendix E, attached hereto.

7.5.2 Maximum class size for any new course shall be determined by management after consultation with the appropriate department at the time it is first offered.

7.5.3 One-semester adjustments in maximum class size may be made only during registration with the consent of the unit member involved or the department chairperson/designee.

In the event that neither the unit member involved nor the department chairperson/designee is available during the registration period, management shall make the adjustment and notify the United Faculty within 24 hours.

7.6 Large Class Size/Multiple Load Credit. Conducting some large lecture classes may result in additional preparation time and/or time spent with individual students. Contract and Regular teachers with such assignments as part of normal load shall be granted double-load credit for such lecture classes provided the following criteria is met: Any such lecture class shall be agreed in advance by management and the teacher; the class shall be twice (two times) the single section maximum as evidenced in Appendix E; double load credit shall be applied provided there are a minimum of seventy-five percent (75%) of the maximum number of students at first census week (e.g. single section 45, double section equals 90. 90 x 75% equals 67.5 students at first census required.) It is further agreed .5 or lower will be dropped to the next lowest whole number. No teachers load shall include more than one (1) multiple load credit per semester.

7.7 Faculty Responsibilities.

7.7.1 Curriculum Development. This includes the analysis and coordination of textual materials; constant review of current literature in the field, some of which are selected for the college library collection, the preparation of selective, descriptive materials such as outlines and syllabi; conferring with other faculty and administration on curricular problems; and, the attendance and participation in inter and intra-college conferences and advisory committees.

7.7.2 Categorical. Notwithstanding any other term, clause or provision of this Agreement, assignments and employment conditions of certificated employees within categorically-funded programs shall be solely determined by the provisions of the granting/funding agency contracts, except, such categorically-funded certificated employees shall be assigned to the existing division structure applicable.

7.7.3 Faculty Load. The faculty load for each individual unit member comprises the total hours per week of his/her assigned load. Where activities or events in such areas as dance, forensics, music, athletics, and the like, by nature of the assignment, extend to periods before or after the academic year, beyond District contractual work load requirements, during normal instructional holiday periods, or other, and these events or activities are voluntarily scheduled by the individual unit member -- such activities or events shall then be regarded as a part of the total assignment and shall not be considered for extra-pay or compensation.

A. Where a unit member's assignment is associated with the conduct of games, events or practices scheduled for evenings, Saturdays, Sundays, instructional holiday periods during the school year, or, on non-teaching days during the calendar year in conformance with inter-collegiate, conference or association actions, they shall not be considered for extra pay or compensation. Any game, event or practices scheduled as an outcome of successful individual or team performance such as playoffs, finals, tournaments, championships, and the like, shall not be considered for extra pay or compensation.

B. Where any such events or activities are required to be undertaken by the District, or, are scheduled solely by management as extra duties, such events or activities shall be with applicable compensation. Such compensation may include, but is not limited to, a percentage of base salary or compensatory time.

C. Where, within "7.7.3," above, the unit member has an option of voluntarily scheduling or not scheduling such events or activities, and does not so elect to schedule, no negative evaluations shall occur as a direct result.

7.8 Office Hours.

7.8.1 Instructional Type Assignments.

A. Day. For Regular and Contract I and II faculty, all instructional type assignments require, over and above stated load requirements, five (5) office hours per week, scheduled no more than one (1) per day.

B. Combined Day/Extended Day. For Regular and Contract I and II faculty, all instructional type assignments require, over and above stated normal load requirement, five (5) office hours per week. Where such member is scheduled to teach in the extended day program as part of his/her normal load, and the scheduled teaching load is completed in four (4) days, the five (5) office hour per week requirement may be satisfied by scheduling those hours over four (4) days per week with no less than one office hour for each of the four (4) days. In such event, the fifth (5th) day shall be considered as a professional responsibility day of work and his/her presence on campus shall be at his/her option.

7.8.2 Instructional/Non-Instructional Type Assignments. Office hours are required proportional to the instructional assignment.

7.8.3 Non-Instructional Type Assignments. Members are not required to conduct office hours over and above stated load.

7.8.4 Part-Time (Temporary). Whether instructional or non-instructional, day or extended day, part-time (temporary) members have no office hour requirements.

7.8.5 Other Scheduling.

A. Office hours are to be scheduled in the same manner that load is scheduled, with the understanding that office hours are designed to benefit and assist students and that arbitrary rearrangement of hours to accomplish other objectives is not desirable.

B. Variations. The President or designee may authorize a variation of office hour requirements provided such variation is approved and submitted by the Department, Division Head and Dean in which the assignment is involved.

7.9 Individualized Faculty Programs. Individual deviations from normal load, normal calendar or other deviations shall be implemented only with the written consent of the unit member and an authorized representative of the United Faculty unless some other specific procedure is provided within a section of this contract (e.g., 7.8.5 (B) above).

7.10 Responsibilities. It is agreed that all faculty have within their professional responsibilities, for which no direct load credit is ordinarily assigned, such matters as preparation for classes or conferences, evaluating student work, attending management-called meetings, preparing and submitting required reports, participating in staff development activities, in advising students, and in curriculum development and review.

The faculty recognizes the importance of recruiting students, maintaining community-oriented services, and co-curricular activities.

ARTICLE 8
SCHEDULING

8.1 Faculty shall be guaranteed participation in assignment and scheduling. Such participation shall be in accordance with the following:

8.1.1 Faculty, within their recognized department adhering to established division/guidelines/regulations shall:

A. From the courses, sections, rooms and room times made available to it, the faculty prepares and recommends department schedules, through the Division Chairperson/Dean, showing individual teaching schedules including extended day, off-campus, and summer offerings. Faculty may request discussion of enrollment trends and other bases on which particular courses and numbers of sections are established.

B. Such recommended schedules shall be developed in accordance with written rules, procedures and priorities which the faculties within their recognized department shall have established and shall include the schedule of the Division Chairperson.

C. Where an assignment includes unscheduled hours, the member shall be responsible for selecting the activities and forwarding the program to management for review. Where any dispute occurs, the procedural provisions of the Scheduling Article, Section 8.1 shall be used for resolution of the dispute. The member shall determine the time and place of the activity performed. Management-required meetings are included in the basic load of 35 hours.

D. Any member of a department may request the formation of a United Faculty appeals committee when it is alleged a department's recommendation to management was not made according to the department's rules and procedures.

1. The United Faculty shall immediately upon receipt inform the appropriate manager of the appeal and request no action be taken on the department recommendation.

2. The committee shall be formed within five (5) working days from date of filing the complaint in the United Faculty office.

3. The committee shall consist of three (3) United Faculty members, none can be from the department in question.

   a. The chairperson will be the United Faculty vice-president from the affected campus, unless the vice-president is a member of that department, in which case the United Faculty president shall be the chairperson.

b. The remaining two (2) members shall be selected by mutual consent of the campus United Faculty vice-president and the United Faculty president.

4. Within ten (10) working days the committee shall hold a hearing in which to review all appropriate material presented by the department and the complaining member. The committee is to determine whether or not the department's recommendation was made according to the department's rules and procedures.

   a. If the committee determines that the rules and procedures were followed, the recommendation stands.

   b. If the committee determines that the rules and procedures were not followed, the committee chair shall inform the appropriate manager of the decision. The manager shall not accept the departmental recommendation previously received.

      (1) The department shall be directed to prepare a new recommendation as per departmental rules and procedures and submit to the manager.

5. The action of the committee shall be binding on all parties and not subject to the grievance procedure of Article 19.

8.1.2 All efforts will be made by management to schedule regular and contract faculty according to the recommended schedules:

A. Where any first (1st) level manager changes such recommended schedule, the faculty member may:

1. First discuss with the first (1st) level manager the dispute area(s).

2. Any matter remaining unresolved may be appealed to the next higher level campus manager.

3. Where any dispute area(s) remain after 2., above, management will assign staff to meet the District needs.

8.1.3 Division guidelines/regulations shall be established in consultation with division faculty through and with their recognized department structure. Such guidelines/regulations shall include, but not be limited to, such items as:

-- Format and time lines for recommendations.

-- Methods for distributing multiple section courses.

-- Inter-departmental scheduling articulation.

-- Proportion of day/evening offerings.

8.2 Cancellation of Scheduled Classes.

8.2.1 When cancellation of a class is being considered during registration or late registration, the instructor, wherever possible, will be notified before class cancellation to review registration patterns in that class and to determine if efforts should be made to increase enrollments.

8.2.2 Where a class has an enrollment of twenty (20), as determined by class attendance at the end of the late registration period, it shall not be cancelled, except with agreement of the instructor.

8.2.3 A. No class shall meet beyond the close of the late registration period unless the enrollment, as determined by class attendance, is at least twenty (20) students, or, an exception is made by the College President because of such special circumstances as:

1. Related training program for apprentices.

2. Advanced classes which are a part of a major sequence.

3. Performance classes.

4. Courses where the enrollment determines the number of teaching hours credited the instructor.

B. Late registration is to generally be defined at 1/9 of the course length; however, management does have the right to extend the period if a class is underenrolled.

8.2.4 Cancellation of sections of less than twenty (20) shall be preceded by notification to the recognized department chairperson and/or individual faculty member, of the intent to cancel.

8.2.5 Any deviation from the contractual workload of the member caused by cancellation shall be adjusted within the semester of cancellation, or, the three (3) regular following semesters after consultation with the member.

A. Within the Semester of Cancellation. Members who owe teaching hours will assume after consultation sufficient courses or alternative assignments in the day or extended day program to balance any deficit. However, no member shall be required to translate a "C" contract to an "A" contract to balance a deficit during the semester of occurrence, unless, the member has more than one "C" contract assignment. In such case, the second "C" contract assignment shall be used to balance all or part of the deficit.

B. In Subsequent Semesters. Members who owe teaching hours will assume sufficient courses or alternative assignments in the day or extended day program to balance any deficit hour load existing due to the cancellation.

C. Alternative assignment may include, but not be limited to, such activities as: a mutually agreed upon reassigned time project, short-term classes, replacement classes, extended day assignment, etc.

1. Scheduling shall be in accordance with Sections 8.1 through 8.1.3 of this article.

D. Other.

1. Members may opt to have his/her salary reduced proportionately to balance all or part of a deficit.

2. With management concurrence a member may complete a proposed alternative assignment(s) to balance all or part of a deficit.

3. Only those deficits owed by the member at retirement or resignation shall be owed the District where the deficit occurred because the member failed to translate a "C" contract to an "A" contract to balance the deficit. The amount owed shall be deducted at the "C" contract rate.

8.3 Extended Day. A unit member scheduled to teach in the extended day program as part of his/her load shall be given consideration with regard to times of regular day assignment. The location of the class shall be considered to be the campus so that office hours may be held in relation to the assignment.

8.4 Variable Teaching Loads. Arrangements may be made for a variable teaching load from semester to semester including summer assignment consistent with the procedures in 8.1.1.B., above. The instructor load may be averaged over no longer than a two (2) year period, provided, the initial part of the arrangement is an overload. Such an arrangement shall be in writing and agreed in advance.

8.5 Teaching by Managers. With the approval of the Chancellor and the College President, a District or College manager, certificated or classified, may teach extended day or Saturday courses or sections with salary based on class and step placement on the appropriate teaching salary schedule.

8.5.1 No manager will be assigned a course requested by a contract or regular faculty member.

8.5.2 Managers who request to teach or who are available to teach shall submit their request to the Department and shall be considered in accordance with all provisions of Article 8, Section 8.1, Scheduling. All sections which are available shall be submitted to the Department for scheduling.

8.5.3 Managers shall be considered as within the available "part-time" pool, and there is no priority over other part-time applicants.

8.5.4 Paragraphs 1. and 3. are not applicable to Division Chairs.

ARTICLE 9
WORKING ENVIRONMENT

9.1 The Board shall maintain Cal-OSHA standards in all facilities.

ARTICLE 10
WORKING DAYS-CALENDAR

10.1 First (1st) year contract employees shall be obligated for service a maximum of one hundred seventy-five (175) instructional days plus four (4) non-instructional days.

10.2 Second (2nd) year contract and regular unit members shall be obligated for service a maximum of one hundred seventy-five (175) instructional days plus two (2) non-instructional days.

10.3 The Board and United Faculty agree to the adoption of the instructional calendar and procedures for 1986-87 as presented in Appendix A of this contract. The calendar and procedures shall be automatically reopened on request of either party during November of each year of this contract.

10.4 Should changes occur in state law allowing fewer than one hundred seventy-five (175) mandated instructional days for Community Colleges, the parties agree that within fifteen (15) working days of written request the contract will be reopened for negotiations as to the District number of instructional days required for unit members.

ARTICLE 11
REASSIGNED TIME

11.1 Reassigned time hours for faculty governance of department chairpersons shall be assigned by the College President in accordance with the following for fiscal years 1983-84, 1984-85 and 1985-86.

11.1.1 DIABLO VALLEY COLLEGE	LECTURE HOUR EQUIVALENTS PER SEMESTER
Art	3
Music	3
Performing Arts	3
Physical Education	3
Chemistry	3
Engineering	3
Math	3
Physical Sciences	3
Family Life Education	3
Computer Sciences	3
Social Sciences	3
Biological/Health Sciences Division*	3
Business Division*	3
Restaurant Management	3

11.1.2 LOS MEDANOS COLLEGE	LECTURE HOUR EQUIVALENTS PER SEMESTER
Technical/Vocational	1-1/2
Health Sciences	1-1/2
Physical Sciences	1-1/2
Biological Sciences	1-1/2
Math	1-1/2
Social Sciences	1
Business	1-1/2
Language Arts	1-1/2
Humanities	1-1/2
Fine Arts	3
Early Childhood Education	1
Physical Education-Athletics	3

11.1.3 CONTRA COSTA COLLEGE	LECTURE HOUR EQUIVALENTS PER SEMESTER
Business	3
Data Processing	3
English	3
Social Sciences	3
Electronics/Electricity/Microprocessing	1-1/2
Performing Arts Center	3
English/Second Language	3
Metallurgy/Nondestructive Testing/Welding	1-1/2

11.2 When normal load hours are reassigned to other duties, the number of resulting-duty hours is determined by the following formula:

FTE reassigned X 35 = weekly hours of reassigned duties

11.3 The number of hours to a maximum of thirty (30) lecture hour equivalents granted each semester for reassigned time projects not specifically enumerated above shall be determined by the funds deemed available for such purposes. Such hours granted, if any, shall be allocated at the sole discretion of the Chancellor after consultation with the United Faculty President.

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* Usage of reassigned time hours to be determined after consultation with Division Council.

ARTICLE 12
LEAVES

12.1 General.

12.1.1 A leave is an authorized absence from duty for a specified period of time.

12.1.2 Unless otherwise indicated, leaves may be extended upon mutual agreement between the unit member and the District.

12.1.3 Unless otherwise indicated, members on paid leave are eligible for and retain fringe benefits of their position.

Members on unpaid leave other than those on reduced load (Section 15.3.2) shall be eligible for and retain fringe benefits of their position, in accordance with the specific insurance programs and carrier requirements, by paying monthly, in advance, the full District and employee costs of such benefit programs. Members not electing to pay such costs of coverage shall have benefits rescinded until return from leave.

12.1.4 Unless otherwise indicated, time on paid leave shall be counted as time in service for all rights and benefits.

12.1.5 District may grant or deny requests for early return from leave or cancellation of approved leave.

12.1.6 A unit member may be granted a leave without pay for not more than twenty (20) assigned duty days in any one (1) year period, subject to the discretion/approval of the Chancellor, or designee.

A unit member may be granted leave without pay for any period of time upon recommendation of the Chancellor and subject to the approval of the Board.

12.2 Bereavement Leave.

12.2.1 Leave of absence due to, and at the time of, the death of a member of the immediate family shall be granted to certificated employees of the District. Such leave shall be with pay and shall not exceed three (3) days, or five (5) days if out-of-state travel is required.

12.2.2 "Members of the immediate family," means the mother, father, grandmother, grandfather, or a grandchild of the employee or spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or, any relative living in the immediate household of the employee.

12.2.3 An extension of bereavement leave may be requested by the member. Such extension, if granted, shall be with salary for the extension period, not to exceed a total of six (6) days, when approved by the Chancellor, or designee.

12.3 Personal Necessity Leave.

12.3.1 A unit member shall be granted a maximum six (6) days' leave of absence in any school year without loss of pay in cases of personal emergency. Such leave shall be deducted from the employee's accumulated sick leave.

12.3.2 Personal necessity is the illness or death of a member of the immediate family, an accident involving the member's person or property or the person or property of a member of the immediate family; appearance in court as a litigant or as a witness under official order; or, compelling personal business which cannot be conducted before or after the employee's regular assigned duty day.

Reasonable notice in advance is required, where possible, and, District approval must be obtained prior to the leave payment being processed.

12.3.3 "Immediate family" shall be as defined in "Bereavement Leave."

12.4 Jury Duty.

12.4.1 When regularly called for jury duty or as a witness in the manner provided by law, members shall be granted, upon request, a leave of absence with pay for the day the employee is called to perform jury duty or serve as a witness during the employee's regularly assigned working hours.

12.4.2 Request for jury duty/witness leave should be made by presenting, as soon as possible, the official court summons to the member's immediate supervisor or District designee.

Reimbursement to the District of any monies earned as a juror or witness, except mileage and meal allowance, shall be made by the member.

12.4.3 Employees are required to return to work during any evening or weekend assignment in which jury duty/witness leave services are not required.

12.4.4 District may require verification of jury duty/witness leave time prior to, or subsequent to, providing jury duty/witness leave compensation.

12.5 Sabbatical Leave.

12.5.1 Eligibility. An applicant for sabbatical leave must have rendered full-time service in the District for at least six (6) consecutive academic years immediately preceding the sabbatical leave, and, not more than one (1) such leave shall be granted in each six (6) year period.

12.5.2 Computation.

A. No absence from the service of the District under a leave of absence, other than a sabbatical leave, shall be deemed a break in the continuity of service, and, the period of such leave shall not be included as service in computing the six (6) consecutive years of service required.

B. Credit for one (1) academic year is earned when the employee has worked seventy-five percent (75%) of the total number of teaching days in that academic year for more than sixty percent (60%) of the hours per week required for a full-time assignment.

C. Service under a nationally-recognized fellowship or foundation approved by the Board of Governors of the California Community Colleges, for a period of not more than one (1) year, for research, teaching or lecturing shall not be deemed a break in continuity of service. This time shall be used in computing the six (6) consecutive academic years of service eligibility.

D. A single semester of service during an academic year shall not be included as fulfilling eligibility requirements.

E. Split sabbaticals (two (2) semester periods of service in different academic years) shall not comprise an academic year for eligibility purposes.

F. Periods of service intervening between two (2) separate six (6) month periods shall be counted toward the service required for a subsequent sabbatical leave.

12.5.3 Leave Period.

A. Sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than one (1) year.

B. Sabbatical leave may be taken in separate six (6) month periods rather than for a continuous one (1) year period, provided the leave for both of the separate six (6) month periods shall begin and end within a three (3) year period. The six (6) month periods shall fall within the semester dates as indicated in the District calendar.

C. The intervening periods of service between split sabbatical leave semesters shall count toward the service required for a subsequent sabbatical leave. In these circumstances, the fall semester of the year of application for a subsequent sabbatical leave shall count toward the service required for that subsequent sabbatical leave.

D. Applications. Applications for sabbatical leaves for the following academic year must be filed with the college president by January 10.

12.5.4 Number of Leaves.

A. An amount equal to 0.5% of the total expenditure listed in the official budget under Certificated Salaries, Monthly Teaching and Variable Teaching shall be budgeted for sabbatical leaves for the following years, 1984-85, 1985-86, and 1986-87.

1. Any such funds allocated but not spent will be added to the allocation for the next following year.

2. If the actual cost is more than the amount allocated, such additional cost will be subtracted from the allocation for the next following year.

3. The amount allocated may be reduced or expanded in accordance with the provisions of Article 21, Benefits, Health and Dental Programs.

B. The number of sabbatical leaves granted shall be determined by the following process after the Sabbatical Leave Committee has established the ranking:

1. Each campus, with departmental participation as provided in Article 6 of this agreement, shall submit to the Chancellor which potential recipients need to be replaced and whether they should be replaced by full-time or part-time instructors.

2. The Chancellor will consult with the United Faculty on the possibility of inter-campus replacement for the potential candidates.

3. The Chancellor, in consultation with the United Faculty, shall then determine the number of sabbatical leaves to be granted.

12.5.5 Compensation.

A. A member on a one (1) year sabbatical, or on a one (1) year split-semester sabbatical shall receive sixty percent (60%) of full salary for such periods.

B. A member on one (1) semester sabbatical shall receive one hundred percent (100%) of the salary which the employee would have received had he/she remained in active service.

C. A member on sabbatical leave shall receive such automatic increases in salary as would have been received had he/she remained in active service, and shall be subject to the salary schedule in effect at the time of return.

D. A member on sabbatical leave shall be paid in the same manner as if the employee had remained in active service.

12.5.6 Approved Activities for Sabbatical Leave.

A. Sabbatical Leave for Study. Applicants shall submit a detailed program of academic study, either graduate or undergraduate and pursue a full load or the equivalent thereof as determined by the Sabbatical Leave Committee.

B. Professional Study Projects. Applicants shall submit a detailed statement of the professional study projects to be undertaken. Such studies need not be undertaken under the auspices of a collegiate institution; however, they must constitute an organized program of full-time study designed to enhance the teacher's performance, and, which will benefit the college and the students of the college.

C. Travel. Applicants must submit a detailed statement of the proposed itinerary. The program or statement submitted under the above activities shall include plans to increase the teacher's knowledge in all or part of the following general areas: subject areas; teaching techniques, educational psychology; understanding of the cultural, political, and social history of human learning.

12.5.7 Applications and Reports.

A. Applications for sabbatical leave shall be reviewed by the Sabbatical Leave Committee.

B. Applicants whose applications have been denied by the Committee shall be informed, in writing, of the reasons for denial. Annually, the Committee shall determine when such applicants will be allowed two (2) weeks to revise such applications in accordance with Committee guidelines and to resubmit for reconsideration, if desired.

1. Resubmitted applications for leaves approved by the Committee will be ranked and placed below applications approved initially.

C. Applications for sabbatical of either one (1) semester or one (1) year shall not be carried over from one (1) application period to the next, but must be resubmitted for new consideration.

D. The Committee shall make a report to the Board which shall include a statement as to which applicants are recommended and in their order of priority, and, which applicants are not recommended. The criteria for each applicant shall include (a) the program proposed for sabbatical leave; (b) value to be received by students, college, and District; (c) number of years of service in the District and elapsed time since the previous sabbatical leave.

12.5.8 Return from Sabbatical.

A. Each employee shall file with the Sabbatical Leave Committee within thirty (30) days after return to duty (October 1 for spring semester or full-year leaves, March 1 for fall leaves), (a) a transcript of work taken and grades earned; or, (b) a summary of his/her travel together with a statement of the educational benefits derived and any other evidence that he/she has met the objectives stated in the initial application.

B. An employee shall not be considered as having completed the requirements of sabbatical leave until the report has been approved by the committee and approved by the Chancellor and the Board. Failure to meet the requirements as approved by the Board may result in such Board action as is necessary to protect the interests of the District.

C. The employee shall, unless he/she otherwise agrees, be reinstated in the position held at the time of granting of the sabbatical.

D. Employees granted a sabbatical leave are required to enter into a written agreement with the Board guaranteeing full-time service to the District for the equivalent of twice the period of the leave.

E. Both the Board and District shall be free from any liability for the payment of any compensation of damages provided by law for the death or injury of any employee of the District when the death or injury occurs while the employee is on any sabbatical leave.

12.5.9 Sabbatical Leave Committee. Shall consist of the following:

A. A non-voting representative of the District administration shall act as the presiding officer.

B. Presidents of the college.

C. Deans of instruction or equivalents at the colleges.

D. A total of six (6) faculty members, to serve two (2) year terms, selected/elected from faculty at each of the colleges proportional to the number of faculty at each college.

12.5.10 Grievability.

A. No grievance may be filed in regard to any decision of the Sabbatical Leave Committee other than for alleged procedural violation.

B. Where a procedural violation is alleged, the individual shall, within fifteen (15) work days of the time the individual knew or should have known of such violation, file a request for hearing with the United Faculty.

C. The United Faculty shall investigate the alleged violation, and within fifteen (15) work days of receipt, shall determine no violation occurred, or, shall file with the chairperson of the Sabbatical Leave Committee a request for hearing by the committee.

D. The Sabbatical Leave Committee shall consider the alleged violation and shall make the final and binding determination of the grievance and of the remedy to be applied, if applicable.

12.5.11 STRS Credit.

A. Full-time service credit for sabbatical leave, after July 1, 1956, is available to employees on a full-year sabbatical leave. The teacher will make the same contribution to the State Teachers' Retirement System that would have been paid had he/she been a full-time teacher during that period and the District will make the contribution for the District and state costs.

B. To receive full-time service credit for the period of sabbatical leave as provided under Education Code Section 13997, payment shall be made as follows:

1. The teacher shall pay to the system additional contributions based on the compensation which is the difference between compensation earned and the compensation earnable during the period of sabbatical leave in the amount of the member's regular contribution rate as applied to such compensation; and,

2. The District shall pay to the system eight percent (8%) of such compensation as employer and state cost of granting service credit.

C. Regular interest due on all contributions required under this procedure from the end of the school year during which sabbatical leave was taken until date of payment of such contributions shall be paid by the employee. If the teacher pays the required contribution under this procedure by June 30 of the year in which the leave was taken, there is no interest charge.

D. The State Teachers' Requirement System will inform County Schools Office and the District Payroll Department of the amount to be paid and the manner in which it is to be paid. Members will complete a deduction form provided by the Payroll Department authorizing payment of the extra contribution.

12.6 Industrial Accident and Illness Leave. For accidents or illnesses which are job-incurred, unit members shall be provided leave benefits under the following provisions:

12.6.1 Allowable leave shall be sixty (60) days during which the colleges of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.

12.6.2 Allowable leave shall not be accumulated from year to year.

12.6.3 Industrial accident or illness leave shall commence on the first (1st) day of absence.

12.6.4 When a certificated unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

The phrase, "full salary," as utilized in this section, shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

12.6.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

12.6.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.

12.6.7 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87780, 87781 and 87786, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination for the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

12.6.8 During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to, and retained by, the employee for periods covered by such salary warrants.

12.6.9 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless the Governing Board authorizes travel outside the state.

12.6.10 When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of his/her prior assignment, the District shall provide first (1st) priority in assigning such a person into classes where his/her disability, in the discretion of the

District, does not hinder the performance of the duties required of him/her if he/she is otherwise qualified.

12.7 Sick Leave.

12.7.1 Sick Leave Entitlement.

A. Sick leave entitlement of twelve (12) days a contract year shall be credited at the beginning of employment and at the start of each succeeding fiscal year (July 1) to full-time employees and shall accumulate from year to year. Fractional assignments shall receive proportionate leave entitlement.

B. Sick leave for summer and semester teaching ("C" contract) shall be earned at the rate of one (1) hour for each nine (9) hours taught.

C. Sick leave for temporary or "C" contract counseling shall be earned at the rate of one (1) day for each twenty (20) days service.

D. Sick leave for temporary or "C" contract service in other categories shall be credited at the rate of one (1) day for each full-time calendar month.

12.7.2 All sick leave shall be accumulated into one (1) entitlement for each employee, and, all leave used shall be charged against the same account.

12.7.3 Sick leave shall be charged against the employee's entitlement at the rate of one (1) day or one (1) hour sick leave charged for each calendar day or hour absent, as applicable. Sick leave charged for partial day absences shall be computed according to the percentage of the week's assigned classes missed or the portion of the day's classes missed, whichever is the lesser amount.

12.7.4 Employees must be in active employment or on paid leave to earn or use sick leave. Employees on extended illness leave are eligible to earn or use sick leave whether or not they have reported for work on the first (1st) day of the school year. Sick leave may be applied only on those days when the employee is required to report for duty but cannot do so because of illness or injury. Employees who become ill or who are injured, but who are not required to report, may not be charged sick leave credits.

12.7.5 Members of the unit quarantined by a public health officer because of the illness of another shall receive full pay and shall not have the absence charged against their accumulated sick leave.

12.7.6 Leave for maternity-related disability shall be in accordance with statutory requirements.

12.7.7 Credit for sick leave of absence need not be accrued prior to taking sick leave by the unit member, and, such leave may be taken at any time during the fiscal year, not to exceed the balance of the unit member's sick leave entitlement through June 30 of that fiscal year.

12.7.8 Any unit member who is on paid status while on sick leave, or other paid leave, shall continue to earn all leave benefits to which entitled if employed full-time. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits, but shall not accrue any additional sick leave benefits during such periods of absence.

12.7.9 When a unit member employed in a position requiring certification qualifications has exhausted his/her sick leave benefits and is absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall receive the difference, if any, between a substitute's salary, if hired, and his/her regular salary during the period of such absence to a maximum of five (5) school months within the regular college year.

12.7.10 Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.

It shall be the responsibility of the unit member to notify the Chancellor's Office, in writing, of the name and address of the District by whom he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

12.7.11 All sick leave rights or accumulations shall be cancelled when a full-time unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing District upon request pursuant to the provisions of the Education Code.

12.7.12 Any unit member utilizing sick leave benefits under provisions of this Article shall provide the administration with a signed absence report, and, if absent five (5) or more consecutive duty days, shall provide the administration, upon request, with a statement verifying his/her fitness to return to duty.

12.7.13 When a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be granted at the rate of one and two-tenths (1.2) days for each month of completed service.

12.7.14 The Chancellor or President, after notification to United Faculty, may no more than once in any two-year period with regard to any one member, select a physician of District choice and expense to examine any unit member. The member shall be released from duties for all time required and there shall be no charge against the member's leave allowance during such visit or visits required for examination. Such examination shall be at reasonable times and places and under reasonable circumstances for the member and physician, and shall involve no more than one visit to any physician, office, clinic, or hospital, except as normally required to complete the examination. Examining physician reports, at District expense, shall be furnished the member. District assumes full and sole responsibility for any damages/expenses arising from operation of this section, and indemnifies and holds harmless United Faculty from loss, liability or obligation arising from operation of this section.

12.8 Religious Leave. Regular and Contract I and II employees may be granted leave with pay for special religious observances of recognized religions falling on regular working days. The District shall be no more exclusive in granting leaves in this matter with faculty unit members than with members of the most favored unit. Requests for such leave shall be presented at least five (5) work days prior to the religious holiday in order to be considered for leave.

12.9 Educational Conference Leave. The Chancellor or College President may grant to Regular and Contract I and II members leave with pay to attend educational conferences and meetings which have as their purpose or theme programs which will improve the operation of the District, or, the ability of the employee to perform their duties more effectively. Such leave shall be granted for "AC" contract assignment only if it is in conjunction with leave granted for "A" contract assignment falling on the same or following day.

12.10 Military Leave. Unit member shall be granted military leave in accordance with State of California Education and Military and Veterans Codes upon submission of official orders.

ARTICLE 13
EMPLOYMENT OF CERTIFICATED EMPLOYEE BEYOND AGE 70

13.1 When a regular or contract employee reaches the age of seventy (70) years, the employee's regular or contract classification shall cease, and, thereafter employment shall be from year to year at the discretion of the Governing Board.

13.2 The reemployment of any certificated employee who has attained the age of seventy (70) years shall not exceed sixty percent (60%) of a regular or contract certificated employee annual workload. Compensation shall be in accordance with salary schedules for part-time certificated faculty services; and, District-paid fringe benefits will be continued subject to the rules and regulations of the carriers and this contract. Placement on the appropriate salary schedule shall be at the class and step attained immediately prior to age seventy (70).

ARTICLE 14
EARLY RETIREMENT/PRE-RETIREMENT PLANS

14.1 Early Retirement. This is an incentive plan available to employees who have not elected to participate in the "Golden Handshake" Program whereby the employee retires before age seventy (70) but after age fifty-five (55), and, is eligible for STRS or PERS benefits and is contracted to perform professional instructional and non-instructional services as identified in Article 7, Sections 2 and 3 of the Collective Agreement for a maximum of five (5) years or until the retiree is seventy (70), whichever comes first. Service under this contract must be completed within six (6) years of retirement.

14.1.1 Age Requirement. The employee must have reached the age of fifty-five (55) before participation.

14.1.2 Initiation of Request. Although the employee shall initiate the request, post-retirement employment contractual arrangements are made by mutual consent of the employee and the District before retirement.

14.1.3 Other Requirements. The employee must have been employed full-time in the Contra Costa Community College District for at least ten (10) years in a position requiring certification.

14.1.4 Workload. Employees who perform services under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes (when applicable).

14.1.5 Salary. The employee shall receive the maximum compensation allowable to those concurrently receiving STRS benefits provided such services are performed to equal such compensation. The maximum compensation for each year will be the allowable STRS amount. Payment may be arranged by agreement between the retirant and the District.

14.1.6 Fringe Benefits. Insurance - Health and dental insurance eligibility shall be in accordance with Article 21, Benefits, Retiree Insurance.

14.1.7 Notification Dates. Any employee who is interested in participating in the plan shall notify the District no later than February 15 of the academic year preceding the contract year.

14.1.8 Contract. Mutual consent to the conditions noted above must be reached by March 15 of the academic year preceding the contract year.

14.1.9 Whatever debits or credits that may appear on the Load Variance Reports shall, upon election and acceptance of retirements, be considered by all parties as reconciled in full.

14.1.10 Contract. Prior to entering the above referenced program, the employee and his/her respective department shall design a teaching assignment plan which shall tentatively project the employee's instructional duties to be performed for the duration of his/her participation in this program. Consideration in the instructional design shall be given to:

a. The generation of ADA with respect to the assignment.
b. The Chancellor shall instruct the campuses to develop guidelines concerning ADA-related services for counselors and librarians for implementation by January of 1986.
c. No retiree shall leave a course before that course has terminated.
d. The summer session period is excluded unless it is with the approval of the United Faculty.
e. Extended day shall be used only with approval of the department involved.
f. The employee-retirant shall be given the opportunity to earn the maximum allowed by STRS/PERS in accordance with Section 14.1.5.
g. A retiree may choose to be compensated in one of the following ways:

    1. The retiree will be paid the maximum allowed for the two-year period provided he/she teaches at least one-half of a two-year assignment in the first year and the remainder in the second year.

       The minimum total hours necessary for a two-year assignment will be calculated by using the following formula:

$$\text{Weekly Hours} = \text{STRS Maximum} \times 2 \div \frac{\text{Amount of Class VII Step 19 of Appendix B}}{2\ (\text{semesters}) \times 15\ (\text{lecture load})}$$

This value to be rounded to the next full hour.

$$\text{Minimum total hours} = \underset{(\text{rounded})}{\text{Weekly hours}} \times 18$$

2. The retiree will be compensated at an hourly rate. The hourly rate is calculated by using the following formula:

$$\text{Hourly Rate} = \text{STRS Maximum} \times 2 \div \text{Minimum total hours from above}$$

3. The parties are absolved of any load variance obligation pursuant to the foregoing to either the employee-retirant or his/her estate should the employee-retirant fail to complete the instructional design for this program.

h. The employee-retirant's continuation in the program is subject to the attainment of a satisfactory evaluation through a reasonable process by the employer during the second and fourth year. Any recommendation for termination must be made by the mutual consent of management and the department. Any grievance arising from this process shall commence at the Chancellor's level. (Level 3)

14.2 Pre-Retirement Reduction of Certificated Employee Annual Workload. It shall be the policy of the District to permit the reduction of certificated employee workloads between the ages of fifty-five (55) and seventy (70) in accordance with the provisions of Education Code Sections 87483 and 22724 and the following regulations:

14.2.1 Age Requirement. The employee must have reached the age of fifty-five (55) before reduction in workload.

14.2.2 Initiation of Request. The option of reduced-load employment must be exercised at the request of the employee and by the mutual consent of the District.

14.2.3 Other Requirements. The employee must have been employed full-time in the Contra Costa Community College District in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

14.2.4 Revocation of Reduced Workload Agreement. Revocation of the reduced workload agreement requires mutual consent of the District and the employee.

14.2.5 Workload. The minimum workload for reduced-load employment shall be the equivalent of one-half (1/2) of the annual full-time workload as defined elsewhere in this Agreement. Employees who teach under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes.

Pre-retirement reduction in workload is limited to a period of five (5) years.

Employees who teach one-half (1/2) of a full-time workload shall be able to fulfill their annual assignment by teaching full-time for one (1) semester. One semester shall be one-half (1/2) of the service days of the academic year. Where semesters are unequal, a member may be required to serve one-half (1/2) to one (1) day more than the specified semester. The one-half (1/2) to one (1) day shall be served by the member in a way and at a place the member shall designate.

14.2.6 Salary and Fringe Benefits. The employee shall be paid a salary which is the pro-rata share of the salary which the employee would have earned had he or she not elected to exercise the option of reduced workload. The employee shall retain all other rights and benefits enjoyed by full-time members of the unit.

14.2.7 STRS. The employee shall receive retirement credit as if he/she were employed on a full-time basis. Both employee and the District shall contribute to the STRS the amount that would have been contributed if the member were employed on a full-time basis.

14.2.8 Notification Dates. An employee requesting participation in, or revocation of, the reduced workload agreement must apply by February 15, for the following academic year or by September 15 for the following spring semester.

14.2.9 Contract. Mutual consent to the conditions noted above must be reached by March 15 for the following academic year, or by November 1 for the following spring semester.

14.2.10 Change of Assignment. Mutual consent for a change in work year assignment must be reached by March 15 for the following academic year, or by November 1 for the following spring.

14.3 Golden Handshake. This is an incentive plan available to employees who have not elected to participate in the Early Retirement plan found in the foregoing 14.1. This plan, which becomes effective upon approval of the Governing Board and extends through the close of business on June 30, 1987, stipulates provisions whereby certain qualified employees who are retiring from the State Teachers Retirement System at an age younger than sixty (60) may be granted up to two additional years of service credit.

14.3.1 Within not less than sixty (60) days following approval of the plan by the Governing Board, and subject to certification by the State Chancellor's Office, the Employer shall allocate ten (10) positions within the United Faculty Unit eligible for the "Golden Handshake" Plan. Within no less than sixty (60) days thereafter (i.e. 120 days following the initial approval of the plan by the Governing Board) the successful candidates must elect to retire from employment with the employer. The retirant-electee must have had five (5) or more years of service with the employer as of the date of his/her retirement election, and be between 55-60 years of age, upon verification of savings to the District.

14.3.2 In the event that more than ten (10) such employees elect to retire under this program (as per 14.3.1), the Employer shall "screen" the group down to ten (10) based upon the date the candidates will reach age sixty (60). Should a tie for eligibility occur, it shall be broken by reference to length of service in the District. Further tie breaking shall be resolved according to program needs as determined by the Chancellor after consultation with the United Faculty.

14.3.3 Upon acceptance of the candidates into the program, the District shall transmit such fees and costs as required by the retirement fund pursuant to Chapter 361 of the Statues of 1984.

14.3.4 Effective November 1, 1986, and extending through January 13, 1987, the District shall establish an additional window period wherein faculty unit members may elect retirement hereunder by no later than June 30, 1987. The limitations as specified in the foregoing 14.3.2 shall not be applicable, but all other respects of this article shall apply to eligibility.

ARTICLE 15
REDUCED LOAD

15.1 Eligibility. Any full-time regular employee is eligible for, and may request, a reduction in workload.

15.2 Initiation of Request. The reduced workload request is initiated by the employee and must be forwarded through channels for action by the Board.

15.3 Workload. The minimum workload shall be one-half (1/2) of the annual full-time workload as defined elsewhere in this Agreement. Employees who serve under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes. Employees who select one-half (1/2) of a full-time workload may fulfill their assignment in one (1) semester. Employees shall meet contractual obligations other than teaching in proportion to the load worked.

15.3.1 Salary. Salary shall be in direct proportion to workload and may, with agreement of District, be pro-rated over twelve (12) months.

15.3.2 Fringe Benefits. The employee on reduced workload shall retain all rights and benefits of a full-time employee, including all fringe benefits.

15.3.3 STRS. The employee and the District shall make contributions to the STRS in proportion to the load worked, and the employee shall receive proportionate service credit.

15.3.4 Modification of Workload. Requests for modification of the reduced workload must be approved by the Board.

ARTICLE 15
(Continued)

15.3.5 Sabbatical Leave Qualifications. To qualify for a sabbatical leave, the last two (2) years of the requisite six (6) years of full-time service must directly precede the year of the employee's proposed sabbatical leave.

15.3.6 Notification Dates. An employee requesting participation in this reduced load option must apply for consideration by January 15 for the following academic year or by September 15 for the following spring semester.

15.3.7 Contract. Mutual consent to the conditions noted above must be reached for the following academic year by May 1 or by December 1 for the following spring semester.

ARTICLE 16
TRANSFER AND REASSIGNMENT

16.1 Voluntary Transfer.

16.1.1 Any regular or contract unit member may request a transfer from one (1) college to another where his/her training, experience and abilities coincide with the requirements of a vacant position.

16.1.2 Any regular or contract unit member requesting a voluntary transfer to such vacant position may elect to participate in the full interviewing process, but he/she shall have his/her application forwarded to management from the interviewing team in addition to those applicants recommended through Section 6.1.4.C.

16.1.3 District is under no obligation to select from among applicants on the basis of in-District seniority. All applicants, internal or external, are considered to be clearly in competition.

16.1.4 Any unit member accepted by another college will be permitted to make the transfer when a suitable replacement is found. Any such transfer shall be considered permanent.

16.2 Involuntary Transfer.

16.2.1 Where the District finds it necessary to transfer an employee from one (1) college to another, qualified volunteers will be sought. The volunteer with the greatest seniority shall be transferred. Where there are no qualified volunteers, the transferee shall be the qualified person, based on District needs, with the least seniority.

16.2.2 Transferees involuntarily transferred from one (1) college to another to meet District needs shall be returned to the original college, upon request, to fill a vacancy which occurs for which the transferee is deemed qualified.

16.2.3 Where an individual has been involuntarily transferred and within a one (1) year period such employee is to be involuntarily transferred a second time, the United Faculty shall be notified, for consultation purposes, prior to the second involuntary transfer occurring.

Involuntary or voluntary transfers should occur only between the two campuses in which one campus is declared overstaffed and the other is declared understaffed.

16.2.4 An individual who has been involuntarily transferred shall retain seniority rights with respect to the original campus, if there is in subsequent years a request for a voluntary transfer to the third institution.

16.3 Reassignment.

16.3.1 Faculty displaced by a program review process (District-wide process whereby management recommends future staffing needs) that culminates in an elimination or reduction of a given program may displace faculty with less District-wide seniority, based on the District seniority lists.

16.3.2 Program review process will determine reassignment feasibility based upon established program need.

A. Where reassignment is possible, the affected faculty member (a regular or contract faculty member not subject to layoff, who because of program review must be reassigned) shall present his/her qualifications to the District Staffing Committee.

B. District Staffing Committee shall be comprised of an instructional dean from each college, and, one (1) faculty member from each college elected from each school's senate membership for a three (3) year term (the senates will conduct the elections and determine the procedure whereby one (1) faculty member is designated chairperson).

C. Whenever the "original" committee is discussing recommendations for reassignment as defined below, or retraining, three (3) additional faculty members and three (3) additional managers will meet with the committee to form an "augmented" committee.

1. Each campus senate shall select one (1) additional faculty member from the instruction or service unit affected by the reassignment.
2. Each college president shall select an additional manager.
3. The "original" committee may designate comparable instructional or service units when necessary.
4. All "augmented" committee members shall have full membership rights.
5. All committee and "augmented" committee recommendations shall be made to the Chancellor, including whether retraining is necessary and, if so, what approach should be taken.

16.4 Members being reassigned, in accordance with this section, into teaching areas from non-teaching areas, or, into non-teaching areas from teaching areas will follow the same outlined procedure in terms of seniority if they are eligible for the appropriate provisional credentials.

16.5 Reassignment Procedure.

16.5.1 Before reassignment is necessary, efforts must first be made at the campus level to provide a full load on that campus for all regular and contract faculty.

16.5.2 Under most circumstances, new assignments would be planned at least one (1) semester in advance. Such efforts would involve the appropriate dean, the affected faculty member, and appropriate instructional or service unit (CCC and DVC, department and/or division; LMC, subject matter area) the various alternatives for change in assignment in order to obtain a full load.

16.5.3 Reassignment at this point will be the result of mutual agreement between the affected faculty member and the appropriate dean.

16.5.4 Reassignment matters not resolved at the campus level will be referred to the District Staffing Committee.

16.6 District Staffing Committee Responsibilities and Guidelines.

16.6.1 Responsibilities. In all referred cases from the campus level:

A. To make a recommendation for placement based on institutional needs and the faculty members' academic and/or professional experience.

B. To follow guidelines for recommending reassignments and possible retraining.

C. To follow the developed appeal procedure.

D. To verify all academic and professional experience.

E. To verify retraining.

16.6.2 Guidelines.

A. The committee shall develop guidelines for use by the committee within existing District and campus programs, policies and procedures for retraining. Such retraining may be through opportunities such as sabbatical leaves, leaves without pay, in-service training courses, staff development and improvement of instruction programs, attendance at conferences, institutional grants from outside sources and team teaching assignments.

ARTICLE 16
(Continued)

B. The committee will recommend if retraining is feasible and necessary and, if so, the type of retraining that would be most suitable.

C. The committee will verify any retraining.

D. The committee will interview the faculty member to determine felt competency and placement preferences.

E. The committee will verify the minor and/or professional training and experience.

F. The committee will meet with the faculty member to outline the conditions of the recommended reassignment.

G. The committee will use the following criteria in its considerations:

1. Major. The successful completion of at least twenty-four (24) semester units of higher education in a subject matter area in an accredited institution of higher education, or its foreign equivalent, which includes at least twelve (12) semester units in upper division and twelve (12) semester units in graduate level courses.

2. Minor. The successful completion of at least twenty-four (24) semester units of higher education in a subject matter area in an accredited institution of higher education, or its foreign equivalent, which includes at least twelve (12) semester units in upper division or graduate level sources.

3. Reassignment. A required assignment in a minor based upon Governing Board authorization in which the faculty member has not served in the last three (3) years; or, a required assignment for which the faculty member may be credentialed provisionally but does not currently possess or cannot qualify for a regular credential or one issued upon partial fulfillment of requirements.

4. Appeal Procedure. Decision of the Chancellor may be appealed to the Governing Board by the affected faculty member.

ARTICLE 17
EVALUATION OF CERTIFICATED EMPLOYEES

17.1 General.

17.1.1 Once every two (2) academic years for regular certificated employees, the president of the college, or his/her designee, shall meet with each employee for evaluation and review of contractual and statutory obligation.

17.1.2 Once every academic year for certificated employees, age seventy (70) and over, the president, or his/her designee, shall meet with each employee for evaluation and review of contractual and statutory obligations.

17.1.3 Before the scheduled evaluation meeting, the employee shall have been informed by the president, or his/her designee, of the evaluation schedule, the methods and processes to be used, due process available to the employee, contractual obligations and statutory obligations.

17.1.4 The instructor shall be given written notice of any class visit at least twenty-four (24) hours before the visit. A written evaluation of the visit, signed by the manager making the visit, shall be delivered to the instructor within five (5) days of the visit. The instructor shall have the right to add written comments to the written evaluation.

17.1.5 Only documented evidence related to contractual or statutory obligations shall be used in the evaluation process. All such evidence and evaluation materials shall be made available to the employee. Materials from any program for the improvement of instruction as developed by mutual agreement between faculty and management on each campus shall not contribute to the process of evaluation except at the request of the individual being evaluated. Records of each evaluation shall contain a description of the methods used.

17.1.6 The outcome of the evaluation process shall be communicated, in writing, to the employee, and, any action taken by the president, or his/her designee, shall conform to the requirements of the Education Code.

17.2 Regular Employees.

17.2.1 The instructor shall:

A. Meet classes listed in the instructor's schedule.

B. Maintain office hours required by this contract.

C. Adhere to written campus grading policies.

D. Attend required college meetings.

E. Teach fairly and objectively the subject matter described in the college catalog and stipulated in the course outline.

17.2.2 The counselor shall:

(Counselors who instruct in the classroom as well as serving in the counseling office shall be subject to all the provisions and procedures specified for instructors.)

A. Adhere to the weekly schedule of appointments which he or she has submitted to management.

B. Attend required college meetings.

C. Assist students to make decisions about their personal, academic and vocational lives.

17.2.3 The librarian shall:

(Librarians who instruct in the classroom as well as serving in the library shall be subject to all the provisions and procedures specified for instructors.)

A. Be on duty at the place of his or her assignment for the stipulated number of hours a week.

B. Perform those duties appropriate to his or her job title or described in his or her job description.

C. Attend required college meetings.

D. Be available for a reasonable proportion of his/her working hours for consultation with other faculty, students, co-workers, administrators, and others having legitimate claim upon his/her time.

E. Uphold fair standards in his/her professional relationship with members of the academic community, particularly with students.

17.2.4 The school nurse shall:

(The school nurse who instructs in the classroom as well as serving in the health office shall be subject to all the provisions and procedures specified for instructors.)

A. Meet appointments for needed health counseling and should meet with allied community resource people to update referral information.

B. Supervise the health office operation and health appraisal procedures and coordinate first-aid services during scheduled health office hours.

C. Consult with medical advisors, and work with administrators and students in developing plans for the college health program.

D. Attend required college meetings.

17.2.5 All faculty shall meet such other responsibilities as set forth in the Contract of Employment.

17.3 First- and Second-Year Contract Employees (Librarians).

17.3.1 In the first (1st) and third (3rd) semesters of employment, contract librarians will implement all phases of this section. The librarian may request a repetition of any phase within each semester.

Phase I. A pre-evaluation conference is convened by the library director to establish the evaluation schedule, process of evaluation, due process available to the librarian, contractual obligations, institutional goals, Board policy, and legal commitments.

Phase II. Peer evaluation of contract librarians shall be conducted by up to three (3) regular members chosen by the evaluatee and will cover progress in fulfilling job description, reasonable expertise in subject matter, instructional strategies, and educational goals.

Phase III. Administrative evaluation by the library director shall include fulfilling job description, instructional strategies, reasonable expertise in subject matter, participation in college meetings, and contractual obligation, which for certificated librarians are:

A. The librarian shall be on duty in the library or wherever else required by his/her job assignment for the stipulated number of hours per week.

B. The librarian shall perform those duties appropriate to his/her job title, or as stipulated in his/her job description.

C. The librarian shall be available for a reasonable proportion of his/her working hours for consultation with other faculty, students, co-workers, administrators, and others having legitimate claim upon his/her time.

D. The librarian shall uphold fair standards in his/her professional relationship with members of the academic community, particularly with students.

E. The librarians shall attend required meetings.

Phase IV. A copy of a written self-evaluation shall be submitted by the contract librarian to peer evaluators and administrative evaluators for filing in the personnel file by the fifteenth (15th) week of the semester.

Phase V. The president's evaluation shall consist of a summation and review of all evaluation input of the peer, administrative, and self-evaluation, and, the formal recommendation for or against reemployment.

Appeals. Each contract certificated librarian shall have the right to appeal through appropriate channels to any of the following individuals or groups to either seek assistance or register objections to any evaluation report or process:

A. Peer evaluators.

B. Department, Area, or Division Chairperson.

C. Professional Concerns or Grievance Committees.

D. The college dean.

E. The college president.

F. The Chancellor.

G. The Governing Board.

SCHEDULE FOR IMPLEMENTING EVALUATION

Time	Action	Initiated By
Third (3rd) instructional week of each semester	Phase I (Pre-evaluation Conference)	Administration*

Time	Action	Initiated By
Between the 8th and 12th instructional week of each semester	Phase II (Peer Evaluation)	Evaluation Committee. Filed in personnel file.*
Between the 12th and 14th week	Phase III (Administrative Evaluation)	Administration. Filed in personnel file.*
By the end of the 15th week	Phase IV (Self-evaluation)	Librarian. Filed in personnel file.*
After the 15th week	Before the President's conference with the librarian, a review will be held with the President, the evaluating Library Director and the peer evaluators.	President
Between the 16th and 18th week of first and third semesters	President's recommendation for reemployment submitted to Chancellor after conference with librarian.	President. A copy of recommendation filed in personnel file.

17.4 First- and Second-Year Contract Faculty (Instructors).

17.4.1 In first (1st) three (3) semesters of employment, contract faculty will implement all phases of this section. This should enable the instructor to pick up valuable feedback on areas that he/she can strengthen for teaching excellence in subsequent semesters. The instructor may request a repetition of any phase within each semester.

Phase I. A pre-evaluation conference is convened by an appropriate administrator to establish the evaluation schedule, process of evaluation, due process available to the faculty member, contractual obligations, institutional goals, Board policy and legal commitments.

Phase II. Peer evaluation of contract certificated persons shall be conducted by up to three (3) regular members chosen by the evaluatee, covering progress in fulfilling job description, reasonable expertise in subject matter, instructional strategies, and educational goals. This evaluation will include class visits and may include an examination of course teaching plans and materials.

Phase III. Administrative evaluation at the appropriate administrative level shall include performing of job description, instructional strategies, reasonable expertise in subject matter, participation in college meetings, and contractual obligation, which for certificated instructors are:

A. The instructor shall meet his/her classes as stipulated in the course schedule.

B. The instructor shall teach fairly and objectively the subject matter described in the college catalog and stipulated in the course outline as listed in the class schedule.

C. The instructor shall maintain the office hours in this contract.

D. The instructor shall maintain fair and unambiguous standards for student evaluation which adhere to stated grading policies in the college catalog.

E. The instructor shall attend required college meetings.

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* Each evaluated librarian shall receive a copy of all written comments, including a list of potential problems, at the conclusion of each phase within eight (8) teaching days. The librarian may submit any written rebuttal comments to phase evaluations to the appropriate administrative office for filing in the personnel file and to any appellate body the librarian deems appropriate. Records and information developed by both the librarian and administration shall be filed in the personnel file if it is to have any legal basis for evaluation.

This evaluation will include class visits and may include an examination of course teaching plans and materials.

Phase IV. Student evaluation shall be assessed through the use of an evaluation form or forms selected by the instructor from those approved by the United Faculty and the Chancellor. The instructor is encouraged to explore the various forms available and with them to seek evaluation by his/her own students throughout the semester. Between the ninth (9th) and twelfth (12th) week of instruction, there will be at least one (1) set of official student evaluations administered in a uniform manner by the campus evaluation committee or other appropriate body. The instructor can determine the most appropriate day for this evaluation to take place between the ninth (9th) and twelfth (12th) week.

Phase V. A copy of a written self-evaluation shall be submitted by the contract faculty member to peer evaluators and administrative evaluators for filing in the personnel file by the fifteenth (15th) week of the semester.

Phase VI. The president's evaluation shall consist of a summation and review of all evaluation input of the peer, administrative, student, and self-evaluation, president's classroom visits, and the formal recommendation for or against reemployment.

Appeals. Each contract certificated faculty member shall have the right to appeal through appropriate channels to any of the following individuals or groups to either seek assistance or register objections to any evaluation report or process.

A. Peer evaluators.

B. Department, Area, or Division Chairperson.

C. Professional Concerns or Grievance Committees

D. The college deans.

E. The college president.

F. The Chancellor.

G. The Governing Board.

SCHEDULE FOR IMPLEMENTING EVALUATION

Time	Action	Initiated By
Third (3rd) instructional week of each semester	Phase I (Pre-evaluation Conference)	Administration*
Between the 4th and 8th instructional week of each semester	Phase II (Peer Evaluation)	Evaluation Committee. Filed in personnel file.*
Between the 6th and 12th week	Phase III (Administrative Evaluation)	Administration. Filed in personnel file.*
Administered by Evaluation Committee between the 9th and 12th week	Phase IV (Student Evaluation)	Faculty member. Filed in personnel file.*
By the end of the 15th week	Phase V (Self-evaluation)	Faculty member. Filed in personnel file.*

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* Each evaluated faculty member shall receive a copy of all written comments, including a list of potential problems, at the conclusion of each phase within eight (8) teaching days. The faculty member may submit any written rebuttal comments to phase evaluations to the appropriate administrative office for filing in the personnel file and to any appellate body the instructor deems appropriate. Records and information developed by both the faculty member and administration shall be filed in the personnel file if it is to have any legal basis for evaluation.

Time	Action	Initiated By
After the 16th week	Before the President's conference with the faculty member, a review will be held with the President, the evaluating administrator, and the peer evaluators.	President
Between the 17th and 18th week	President's recommendation for reemployment submitted to Chancellor after conference with faculty member.	President. A copy of recommendation filed in personnel file.

17.5 First- and Second-Year Contract Faculty (Counselors).

17.5.1 In the first (1st) three (3) semesters of employment, contract counseling faculty will implement all phases of this section. This should enable the counselor to pick up valuable feedback on areas that he/she can strengthen for counseling excellence in subsequent semesters. The counselor may request a repetition of any phase within each semester.

Counselors who instruct in the classroom as well as in the counseling office shall be subject to all the provisions and procedures specified for instructors.

Phase I. A pre-evaluation conference is convened by an appropriate administrator to establish the evaluation schedule, process of evaluation, due process available to the counseling faculty member, contractual obligations, institutional goals, Board policy and legal commitments.

Phase II. Peer evaluation of contract certificated counselors shall be conducted by up to three (3) regular members chosen by the evaluatee, covering progress in fulfilling job description, reasonable expertise in counseling information, counseling strategies and educational goals.

Phase III. Administrative evaluation at the appropriate administrative level shall include performing of job description, counseling strategies, reasonable expertise in counseling information, participation in college meetings, and contractual obligations, which for certificated counselors are:

A. The counselor shall endeavor to help students to understand themselves better and assist students as they make decisions about their personal, academic, and vocational lives.

B. The counselor shall endeavor to help students realize their maximum potential as individuals.

C. The counselor shall assist other faculty and staff in enhancing the learning environment for individual students and the entire student body.

D. The counselor shall adhere to the weekly schedule of appointments which he/she has submitted to the Department Chairperson.

E. The counselor shall attend department/division and faculty meetings.

Phase IV. Student evaluation shall be assessed through the use of an evaluation form or forms selected by the counselor from those approved by the United Faculty and the Chancellor. The counselor is encouraged to explore the various forms available and with them to seek evaluation by his/her own students throughout the semester. Between the ninth (9th) and twelfth (12th) week of instruction, there will be at least one (1) set of official student evaluations administered in a uniform manner by the campus evaluation committee or other appropriate body. The counselor can determine the most appropriate time for this evaluation.

Phase V. A copy of a written self-evaluation shall be submitted by the contract counseling faculty member to peer evaluators and administrative evaluators for filing in the personnel file by the fifteenth (15th) week of the semester.

Phase VI. The president's evaluation shall consist of a summation and review of all evaluation input of the peer, administrative, student, and self-evaluation, president's conference, and the formal recommendation for or against reemployment.

Appeals. Each contract certificated counselor shall have the right to appeal through appropriate channels to any of the following individuals or groups to either seek assistance or register objections to any evaluation report or process:

A. Peer evaluators.

B. Department, Area, or Division Chairperson.

C. Professional Concerns or Grievance Committees

D. The college deans.

E. The college president.

F. The Chancellor.

G. The Governing Board.

SCHEDULE FOR IMPLEMENTING EVALUATION

Time	Action	Initiated By
Third (3rd) instructional week of each semester	Phase I (Pre-evaluation Conference)	Administration*
Between the 4th and 8th instructional week of each semester	Phase II (Peer Evaluation)	Evaluation Committee. Filed in personnel file.*
Between the 6th and 12th week	Phase III (Administrative Evaluation)	Administration. Filed in personnel file.*
Administered by Evaluation Committee between the 9th and 12th week	Phase IV (Student Evaluation)	Counselor. Filed in personnel file.*
By end of the 15th week	Phase V (Self-evaluation)	Counselor. Filed in personnel file.*
Between the 14th and 16th week	Phase VI (President's Classroom Visits)	President

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* Each evaluated counselor member shall receive a copy of all written comments, including a list of potential problems, at the conclusion of each phase within eight (8) teaching days. The counselor may submit any written rebuttal comments to phase evaluations to the appropriate administrative office for filing in the personnel file and to any appellate body the instructor deems appropriate. Records and information developed by both the faculty member and administration shall be filed in the personnel file if it is to have any legal basis for evaluation.

Time	Action	Initiated By
After the 16th week	Before the President's conference with the counselor, a review will be held with the President, the evaluating administrator, and the peer evaluators.	President
Between the 17th and 18th week of first and third semesters	President's recommendation for reemployment submitted to Chancellor after conference with counselor.	President. A copy of recommendation filed in personnel file.

17.6 First- and Second-Year Contract Faculty (School Nurse).

17.6.1 In the first (1st) three (3) semesters of employment, contract school nurse faculty will implement all phases of this section. The school nurse may request a repetition of any phase within each semester.

Phase I. A pre-evaluation conference is convened by the responsible administrator to establish the evaluation schedule, process of evaluation, due process available to the school nurse, contractual obligations, institutional goals, Board policy, and legal commitments.

Phase II. Peer evaluation of contract school nurse shall be conducted by up to three (3) regular members chosen by the evaluatee and will cover progress in fulfilling job description, reasonable expertise in subject matter, instructional strategies, and educational goals.

Phase III. Administrative evaluation by the responsible administrator shall include fulfilling job description, instructional strategies, reasonable expertise in subject matter, participation in college meetings, and contractual obligation, which for school nurses are:

A. Meet appointments for needed health counseling and should meet with allied community resource people to update referral information.

B. Supervise the health office operation and health appraisal procedures and coordinate first-aid services during scheduled health office hours.

C. Consult with medical advisors, and work with administrators and students in developing plans for the college health program.

D. Attend required college meetings.

Phase IV. A copy of a written self-evaluation shall be submitted by the school nurse to peer evaluators and administrative evaluators for filing in the personnel file by the fifteenth (15th) week of the semester.

Phase V. The president's evaluation shall consist of a summation and review of all evaluation, input of peer, administrative, and self-evaluation, and the formal recommendation for or against reemployment.

Appeals. Each contract certificated school nurse shall have the right to appeal through appropriate channels to any of the following individuals or groups to either seek assistance or register objections to any evaluation report or process:

A. Peer evaluators.

B. Department, Area, or Division Chairperson.

C. Professional Concerns or Grievance Committees

D. The college deans.

E. The college president.

F. The Chancellor.

G. The Governing Board.

SCHEDULE FOR IMPLEMENTING EVALUATION

Time	Action	Initiated By
Third (3rd) instructional week of each semester	Phase I (Pre-evaluation Conference)	Administration*
Between the 8th and 12th instructional week of each semester	Phase II (Peer Evaluation)	Evaluation Committee. Filed in personnel file.*
Between the 12th and 14th week	Phase III (Administrative Evaluation)	Administration. Filed in personnel file.*
By end of the 15th week	Phase V (Self-evaluation)	School nurse. Filed in personnel file.*
After the 15th week	Before the President's conference with the school nurse, a review will be held with the President, the evaluating school nurse director, and the peer evaluators.	President
Between the 16th and 18th week of first and third semesters	President's recommendation for reemployment submitted to Chancellor after conference with school nurse.	President. A copy of recommendation filed in personnel file.

17.7 Evaluation and Improvement of Instruction of Certificated Employees.

17.7.1 Guidelines.

A. The professional staff of the District shall have a part in the continuing development of a well-organized and implemented improvement of instruction and evaluation program.

B. Individual differences among instructors are a strength to the total District instructional program.

C. The results of all properly documented evaluative information shall be clearly and concisely reviewed with the certificated employee involved.

D. Certificated employees annually shall be clearly informed on the District procedures for evaluation and improvement on instruction.

E. The District shall at every opportunity provide incentives for self-improvement, and assistance shall be available when needed.

F. Through a continuing process, the District policy shall evolve procedures and standards uniform for all certificated employees of the District.

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* Each evaluated school nurse shall receive a copy of all written comments, including a list of potential problems at the conclusion of each phase within eight (8) teaching days. The school nurse may submit any written rebuttal comments to phase evaluations to the appropriate administrative office for filing in the personnel file and to any appellate body the school nurse deems appropriate. Records and information developed by both the school nurse and administration shall be filed in the personnel file if it is to have any legal basis for evaluation.

G. The importance of campus autonomy within the policy of the District shall be encouraged and maintained. The development of experimental procedures and methods to best achieve the goals and results of the objectives as outlined herein are to be pursued on each campus.

17.7.2 Procedures.

A. Pre-evaluation. Prior to the implementation of the evaluation process for any purpose, each certificated employee shall be provided with the following:

1. A copy of Education Code Section 87760, "Grounds for Dismissal of Permanent Employee," and Education Code Section 87732, "Evaluation."
2. The course outlines and/or job objectives and responsibilities as agreed upon with the college.
3. Those sections of the College Handbook which set forth the philosophy of the college.
4. A recognition of the following obligations:
    a. The instructor shall meet his/her classes stipulated in the course schedule.
    b. The instructor shall teach fairly and objectively the subject matter described in the college catalog and stipulated in the course outline and as listed in the class schedule.
    c. The instructor shall maintain the office hours required by this contract.
    d. The instructor shall maintain fair and unambiguous standards for student evaluation which adhere to stated grading policies in the college catalog.
    e. The instructor shall attend department/sub-area, division/area and faculty meetings.

B. Evaluation for Retention. The president of the college, or designee, will initiate a conference each year with every contract employee, and every other year with every regular employee for the purpose of discussing the employee's contractual status.

During this evaluation conference, only documented evidence related to the evaluation process will be used and all such evidence will be made available to the certificated employee.

The outcome of the evaluation conference will be communicated, in writing, to the certificated employee, and any action taken by the president, or his/her designate, shall conform to the requirements of the Education Code.

C. Program for Improvement of Instruction. Each campus shall establish a program for the improvement of instruction. The program should provide a number of alternative models from which the certificated employees may choose.

17.7.3 Evaluation of Certificated Employees. The District and the United Faculty agree to form a joint study committee comprised of no more than seven members appointed by the District and seven members appointed by the United Faculty which shall be charged with studying the area of evaluation of certificated employees and submitting their joint findings and recommendations back to the at-table teams no later than January 13, 1987, for use in negotiations for the fiscal year 1987-88. The committee will be co-chaired by a District and a United Faculty representative.

ARTICLE 18
PERSONNEL FILES

18.1 There shall be one (1) official personnel file for each employee maintained at the employee's assigned campus or District Administrative Office.

18.2 No adverse action shall be taken against a unit member based upon written material which is not contained within the official personnel file unless otherwise required by law.

18.3 Materials that are to be used in any adverse action shall have been placed in the official personnel file on or about the time giving rise to the incident, or, on or about the time such events became known to the District to cause adverse action to take place.

18.4 Unit members shall be given the opportunity to comment on the content of written materials before it is permanently placed in the unit member's official personnel file. A copy of the written material shall be stamped with the following statement and forwarded to the employee:

> Date ______________________
>
> You are notified that at the end of ten (10) faculty service days from the above date, this will be placed in your personnel file. You have the right within fifteen (15) faculty service days from the above date to provide any written comments and have them attached to the copy of this letter in your file.
>
> Signed ______________________

18.5 Review of information of a derogatory nature shall be during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

18.6 A unit member shall have the right during the member's non-working hours to examine all materials (except those obtained prior to employment, those prepared by identifiable examination committee members, or, those obtained in connection with promotional examinations) contained within the official personnel file.

18.7 A unit member may, in writing, authorize a representative to have access to, and to review, the member's official personnel file. The United Faculty agrees it shall indemnify and save the District harmless from any and all claims, demands, suits or any other actions arising from such access or review.

18.8 All reviews shall be done in the presence of a management employee, or designee, who shall be positioned in a manner ensuring confidentiality and security of the file.

18.9 In any adverse action against a unit member, a (one) copy of derogatory material to be used in such action shall, without cost, be furnished the member. Any other copy made or requested from the official file shall be at cost.

18.10 Derogatory material placed in the official personnel file shall be signed and dated by the individual responsible, and, signed and dated by the employee on the date reviewed, or, in accordance with Section 18.4, above.

18.11 Signature of the employee on any derogatory material shall be deemed solely for the purpose of verification that the employee has seen and reviewed the material, not that it is deemed agreement with the contents or materials.

18.12 The official personnel files are confidential and shall be stored and maintained in a manner which provides such confidentiality. Such files, to ensure confidentiality, are available for review only to authorized District personnel, and, other persons having a legal right to review.

18.13 No anonymous material shall become a part of a member's personnel file without the consent of the certificated employee.

18.14 The member may request the removal or correction of materials, except those related to evaluation, which are no longer timely or relevant. Within ten (10) working days, the president of the college shall grant or deny such a request, in writing. If denied, the request and denial shall become part of the personnel file.

ARTICLE 19
GRIEVANCE PROCEDURE

Purpose. To provide an orderly procedure for reviewing and resolving grievances promptly.

19.1 Definitions.

19.1.1 Grievance. A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.

A. "Grievance," as defined in this Agreement, shall be brought only through this procedure.

19.1.2 Grievant. Any member of the bargaining unit covered by the terms of this Agreement. The United Faculty may bring grievance, itself, when an alleged violation of this Agreement has occurred but no specific member of the unit has been aggrieved.

19.1.3 Day. A "day" (for purposes of this Grievance Article) is any day in which the central administrative office of the Contra Costa Community College District is open for business.

19.1.4 Immediate Supervisor. The immediate supervisor is the first (1st) District-designated supervisor or manager not within the same bargaining unit having immediate jurisdiction over the grievant.

19.2 Time Limits.

19.2.1 Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure relative to the grievance in question.

19.2.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

19.2.3 Time is of the essence in all processing of grievances.

19.3 Other Provisions.

19.3.1 Member Legal Rights. Nothing contained herein shall deny to any member his/her rights under state or federal constitutions and laws. No probationary member may use this grievance procedure in any way to appeal discharge or a decision by the Board not to renew his/her contract. No tenured member shall use this grievance procedure to dispute any action of the Board which complies with state law. No member shall use this grievance procedure to appeal any decision of the Board or the Administration if such decision is applicable to a state or federal regulatory commission or agency.

19.3.2 The grievant may be represented by a designee of the United Faculty at any step of this grievance procedure. Neither the Board not its representatives shall meet with any person acting as the representative of any employee group other than the United Faculty on matters subject to this grievance procedure. The District shall submit to the United Faculty copies of any formal written grievance with in two (2) days of its filing.

19.3.3 Grievance Processing - Limits. Any grievance or alleged grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be processed under this grievance procedure. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred more than fifteen (15) days prior to notification at Level I with the dean, or designee shall not be processed by the District.

19.4 Procedural Steps.

19.4.1 Level I.

A. Within fifteen (15) work days of the time an alleged grievance is said to have occurred, the employee shall discuss with the dean, or designee, during non-scheduled working hours of the grievant, the alleged grievance.

B. The dean, or designee, shall communicate the decision to the employee orally within five (5) days after receiving the alleged grievance.

19.4.2 Level II.

A. In the event the grievant is not satisfied with the decision at Level I, the decision may be presented on the appropriate approved form (Appendix C, attached) to the college president, or his/her designee, within five (5) days.

B. The college president, or his/her designee, shall communicate the decision to the grievant, in writing, within five (5) days of receiving the appeal. Either the grievant, the college president, or his/her designee, may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

19.4.3 Level III.

A. If the grievant is not satisfied with the decision at Level II, he/she may appeal the decision, in writing, within five (5) days to the Chancellor, or designee.

B. The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and, the reasons for the appeal.

C. The Chancellor, or designee, shall communicate the decision, in writing, to the grievant within fifteen (15) days. Either the grievant, the Chancellor, or designee, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

19.4.4 Level IV.

A. In the event the grievant is not satisfied with the decision at Level III, he/she may, but only with the concurrence and participation of the United Faculty, within fifteen (15) days, give written notice to the Chancellor demanding a "Fact-Finding Panel" be formed.

B. The grievant may with or without concurrence of the United Faculty, appeal the Chancellor's decision direct to "Level V, Board" bypassing this level as optional on any grievance.

C. Where the grievant and United Faculty demand a "Fact-Finding Panel," it shall be formed to consider the grievance and to provide an advisory recommendation to both the District and United Faculty as to resolution of the dispute. The procedure shall be as follows:

1. Within five (5) days after receipt of the written request, District and United Faculty shall each select one (1) person to serve as its member of the panel.

2. Within two (2) days thereafter, the selected panel members shall meet to determine a mutually-agreeable third (3rd) panel member who shall be neutral and impartial and shall serve as chairperson of the panel.

3. In the event that a mutually-agreeable chairperson cannot be agreed upon, within three (3) days, the panelist shall be selected from a list of five (5) certified panelists supplied by the Public Employment Relations Board.

4. Panel chairperson expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

5. The panel shall, within ten (10) days after its appointment, meet with the parties of their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, or, take such other steps as the chairperson deems appropriate to determine a resolution recommendation.

6. The panel shall, within twenty (20) days after its appointment, recommend, in writing, their proposed decision regarding the grievance in question to the United Faculty and the Board of the District. Such recommendation is advisory only to each party.

7. In any event, the "Fact-Finding Panel" shall have no power to recommend to:

a. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

b. Establish, alter, modify or change the salary structure.

c. Rule on any claim or complaint for which there is another remedial procedure or course established by law, or by regulation having the force of law, and, teacher evaluation results.

d. Change any practice, policy, or rule of the Board; nor, to substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.

19.4.5 Level V - Board of Trustees.

A. Without Optional Fact-Finding.

1. In the event the grievant is not satisfied with the decision at Level III (Chancellor), the decision may be appealed to the Board of Trustees within fifteen (15) days.

2. In order to be processed or considered, this appeal shall include copies of the original grievance and all appeals, written copies of all decisions rendered, a statement of the reason for an appeal, and, the specific remedy sought.

3. The Board shall set for its next regular meeting after receipt, providing a minimum of five (5) work days elapses from receipt until the Board meeting, a hearing on the grievance. Such hearing shall be either public or in executive session in accordance with the grievant's request.

4. The Board shall, within fifteen (15) days of its hearing, submit its decision on the grievance in writing.

B. Where a Fact-Finding Panel was Appointed.

1. The Board shall within fifteen (15) days of receipt of the "Fact-Finding Panel" recommendations, submit its decision on the grievance in writing.

2. The Board may implement the recommendations, decide not to implement in any way, may schedule a meeting with the grievant/representives to discuss other alternatives, or, may take other action at its sole discretion.

3. The decision rendered shall be final. The United Faculty shall maintain its full legal remedies, including recourse to court action.

ARTICLE 20
SALARY

20.1 Salary. Salary for certificated employees shall be at the amounts stated in the salary schedules attached hereto as Appendices B.

20.1.1 The hourly rate for the teaching salary schedule for extended day program, temporary (part-time) day faculty and summer session is 1/981 of the Faculty Salary Schedule, Appendix B-1.

20.2 Step Increments. District will provide salary step increments to all employees who attained eligibility during fiscal year 1985-86 for fiscal year 1986-87.

20.3 Temporary (Part-Time) Employee Step Increments. For service after July 1, 1980, temporary (part-time) unit members shall be advanced on the salary schedule applicable one (1) year for each year of accumulated in-District experience. A year of accumulated experience being equal to the number of assigned hours which would have been assigned as a full-time load if the part-time employee was a contract or regular employee in the appropriate area. Maximum step attainment shall be step thirteen (13). Summer session hours are not calculated toward eligibility experience.

20.3.1 Affected employees shall notify the District of claimed eligibility for step increment increase by June 15 of the year of eligibility attainment on the District application form.

20.3.2 District shall review and act upon such applications by September 1, retroactive to July 1 of each year.

20.4 Salary Provisions.

20.4.1 Contract and Regular Faculty Salary Schedule Rules and Regulations.

A. Faculty Salary Schedule. The current salary schedule for contract and regular faculty personnel is included in Appendix B.

B. Classification Plan for Contract and Regular Faculty. Instructors, counselors, librarians, nurses and faculty assigned to other certificated services employed on an annual basis by action of the Governing Board will be placed on the salary schedule and assigned to one of the seven (7) classes in accordance with the classification plan included in the Appendix.

C. Original Class Placement. Class placement is based on the following:

1. Determining factors: A certificated person is placed in Classes I through VII depending upon degrees, number of academic units over and above degree(s) and/or type of credential(s).

2. Degrees must have been granted by a college or university accredited by a recognized accrediting agency and acceptable to the Board of Governors of the California Community Colleges.

3. Academic units above a degree will be units granted by a fully accredited college or university. Units earned in college level U.S.A.F.I. courses may be used. Units from non-accredited colleges and universities will be evaluated as follows: (1) any work from an institution which is in the correspondent stage will not be accepted; (2) work from any institution which is in candidacy stage will be accepted from the date of candidacy only; and, (3) after accreditation has been granted an institution, work will be accepted for the three (3) years prior to accreditation.

4. Type of Credential. Any class placement presupposes a valid California credential for Community College service.

5. Verification of Factors. Degrees and academic units must be verified by original transcripts or grade reports to which the college seal or registrar's signature has been attached.

6. Teaching credentials must be submitted for recording in the personnel file.

D. Original Step Placement. Step placement is dependent upon experiential factors:

1. Minimum Step Placement: A newly-appointed faculty member who has not had full-time teaching experience and/or related occupational experience will be placed on Step 1.

2. Maximum Step Placement: Step 7 will be the highest step placement for newly-appointed faculty members.

3. Prior Teaching Experience: For step placement, year-for-year credit will be allowed on the basis of one (1) increment for each year of verified teaching experience not to exceed a total of six (6) increments. Part-time experience will not be accepted. A year's experience is obtained by full-time teaching or by other full-time approved educational service in a public or private school of recognized standing as a regular certificated (if a pubic school) teacher, counselor, librarian or school nurse for a period of not less than seventy-five percent (75%) of one hundred seventy-five (175) days in a school year.

Employment as a teaching assistant or laboratory assistant will not be accepted as qualifying experience.

Periods of full-time teaching of less than a school year, as measured in full semesters and/or full quarters or trimesters, regardless of when taught, may be added together to qualify for a full year's experience.

Years Teaching Experience
0 1 2 3 4 5 6

Step
1 2 3 4 5 6 7

4. Related Occupational Experience: Verified occupational experience which is directly related to the teaching assignment may be allowed credit for increment purposes on the basis of one (1) increment for each two (2) years of full-time employment experience. In no case may the allowance for teaching experience and/or related employment experience exceed a total of six (6) such experience increments.

5. Faculty placed on the basis of a vocational credential may receive step credit only for that related occupational experience beyond that required to obtain the credential held.

E. Advancement to Higher Classification. To qualify for class advancement on the salary schedule, faculty must submit evidence that they have met the requirements as stipulated in the classification plan. Proof of completion of the requirements must be submitted no later than October 1 of the year for which the change in salary placement is requested. Following Board action on the reclassification, pay retroactive to July 1 will be made in one (1) payment and, subsequently, monthly warrants will reflect the higher classification. If a faculty member can submit proof of completion of the requirements by May 1, his/her salary will be adjusted based on the new class placement effective July 1 and the higher rate will be received on the warrant issued the first (1st) working day in August.

For units to be used for advancement on the salary schedule, the following policies and procedures will apply:

Of the units a faculty member obtains to move across the salary schedule from the class in which he/she is placed upon employment to Class VII:

1. At least two-fifths (2/5) must be upper division or graduate:

    a. One-half (1/2) of these may be obtained from in-service training programs within the District, even though the credit awarded is lower division.

    b. Institutes. One (1) unit of upper division credit for each week of formal instruction will be allowed for certified attendance, after employment, at non-credit institutes, and/or clinics conducted by colleges or universities, government, business or industry. The minimum amount of credit will be for five (5) days or parts thereof of instruction. The days for any given institute may be cumulative and need not fall within a one (1) week period. Excluded from consideration under this section are conferences and/or workshops which do not involve formal instruction.

    c. When state approved continuing education courses are required for maintenance of professional licensure, and this licensure is required for the performance of the employee's duties, credit for those approved continuing education courses shall be granted as follows for advancement to higher salary classification:

        One unit of upper division credit for each unit of continuing education credit as defined by WASC which is one CEU for each ten hours of instruction.

2. The remaining three-fifths (3/5) may be all lower division and may include courses previously taken provided ten (10) years have elapsed since original completion of such courses:

    a. One-half (1/2) or fifteen (15) of these units, whichever is less, may be assigned to approved projects completed after employment in the District. Credit will be divided by the number of individuals involved in the project. Those projects which are rejected may be revised and resubmitted the following year.

    b. Projects defined:

    Books. Original works of book length which are evident products of substantial research and editing and which are published by recognized commercial publishers shall receive the maximum credit under E.2.a., above.

Workbooks and Manuals. Workbooks and manuals published by recognized commercial publishers containing substantial theoretical material and/or student response items shall be allowed up to a maximum of six (6) semester hours credit.

Anthologies and Edited Books. Anthologies and edited books published by recognized commercial publishers shall be allowed up to a maximum of six (6) semester hours credit.

Articles. Articles reflecting substantial research and/or critical value, for which credit has not already been granted by a college or university, which are published in journals of learned or professional societies shall be granted the equivalent of one (1) semester hour.

Creative Arts Project. Creative projects for teachers in the fine arts will be considered under conditions paralleling those governing the master's degree project, for which credit has not already been granted by a college or university, and shall receive the maximum credit allowed under E.2.a., above. The conditions are the following:

A district-wide committee of five (5) appointed by the Chancellor will sit as an evaluation panel;

The application for credit must be accompanied by a portfolio (original photographs or slides) or an original musical composition, and a written exposition of the artistic theme, thesis, or development which is explored in the project.

Private Lessons. Advanced private lessons in the teaching field of the applicant given by a maestro will be accounted one (1) semester hour of credit for each fifteen (15) hours of such lessons when appropriate verification is submitted.

F. Special Step Advancement Upon Reclassification. An employee on the top step of Classes I through IV who met step advancement requirements during any preceding school years and who is reclassified, shall be placed on the appropriate step in his/her new class based on actual years of District service subsequent to initial step placement.

G. Step Advancement. Each faculty member will be granted one (1) increment on the salary schedule each year up to the maximum allowed. To qualify for advancement one (1) step on the salary schedule, employees must have been employed seventy-five percent (75%) or more of the school days in a school year.

All approved and/or paid leaves of absence will be considered for salary increment purposes as time served. Credit for step advancement will also accrue during military leave of absence.

H. Employment for Extra Service. A contract or regular faculty member may be employed without further approval of the Board for certificated service in the extended day, summer session and special programs or for day program assignments in addition to his/her regular load. Compensation will be in accordance with his/her class and step placement and the extra service assignment.

Advancement to a higher classification will affect a faculty member's extra service pay rate as follows:

July 1 if verified between the preceding October 2 and May 1. On a current basis, effective October 1 if verified between the preceding May 2 and October 1. Salary will be paid, if due, on a retroactive basis for extended day and day program service in September or for summer session service in July or August if the work was completed prior to June 30.

Service as a substitute instructor will be compensated on the basis of Article 20.4.3.

I. Number of Salary Payments. A certificated employee on an annual salary basis who has served a complete school year, or who has served the preceding spring term, as a contract or regular employee, shall be paid in succeeding years in twelve (12) equal monthly installments, with the first (1st) warrant paid the first (1st) working day of August.

The District will not claim advanced salary in the event of the death of a certificated employee during the year.

A new contract employee who commences service on the first (1st) day of the fall term shall be paid in eleven (11) equal installments, with the first (1st) warrant paid the last working day of August.

J. Loss of Salary and Partial Year Contracts. When a contract or regular faculty member is absent for reasons which do not entitle him/her to use any of the authorized leaves, a deduction in salary will be made based on the rate per day obtained by dividing the annual salary rate by the number of days of service included in the adopted school calendar for the year. Days of service for faculty generally average one hundred seventy-seven (177) or one hundred seventy-nine (179) days. When a faculty member must be absent from his/her extra pay assignment for a reason not covered by an allowable leave, his/her loss of pay is computed as follows:

Hours Absent x Hourly Rate of Pay = Loss of Pay

When a contract is written for a faculty member serving less than a full school year or a full term, the amount to be deducted for each day not served, and for which no salary allowance is given, will be obtained by dividing the annual sclary rate by the number of days of service in the adopted calendar for the year.

When a contract is written for one (1) term only, the annual salary rate will be divided by two (2) to obtain the semester rate.

20.4.2 Temporary (Part-Time) Faculty Salary Schedule Rules and Regulations.

A. Salary Schedules for Temporary (Part-Time) Faculty. Salary schedules for temporary (part-time) service in the day, extended day and summer session are included in Appendix B.

A temporary (part-time) certificated employee on a per diem or hourly assignment will be paid each month for assigned service rendered at the rate indicated in the salary schedule for such service.

1. Instructor: Appropriate class and step of the current Teaching Salary Schedule, Appendix B-5 or B-9.
2. Counselors: Appropriate class and step of the current Counseling Salary Schedule, Appendix B-6 and B-11.
3. Other Certificated Services: Appropriate class and step of the current Other Certificated Services Salary Schedule, Appendix B-7. Partial listing of types of positions follows: Coordinator, Supervisor, Tutor, Nurse, Librarian.

Rates for substitutes are covered in a separate section.

A temporary (part-time) employee shall not be employed for more than sixty percent (60%) of the hours per week considered a full-time assignment for permanent employees having comparable duties and for not more than seventy-five percent (75%) of the school days.

B. Classification Plan for Temporary (Part-Time) Faculty. Temporary (part-time) faculty will be placed on the salary schedule and assigned to one (1) of the seven (7) classes in accordance with the classification plan included in Appendix D-2.

C. Original Class Placement. Rules and regulations affecting class placement of temporary (part-time) day, extended day and summer session teachers, counselors, librarians and other certificated personnel are essentially the same as for contract and regular faculty.

In addition to the determining factors of degrees, academic units and credential type governing contract faculty class placement, a temporary (part-time) faculty member may be placed on the basis of full-time work experience in the field of his/her assignment. This special option is indicated under "Condition WE" of each of the seven (7) classes of the temporary (part-time) faculty classification plan which is in the Appendix.

Newly employed temporary (part-time) personnel will be given sixty (60) days from the date of first (1st) service to submit transcripts, copies of credentials and verification of teaching and/or work experience to be used for placement on the salary schedule. If complete materials have not been submitted at the end of that period, placement will be made on the basis of available information. Later submission of completed materials will be processed as indicated under the section on Advancement to Higher Classification (which means there will be no retroactive pay).

If a temporary (part-time) person is placed in a salary class on the basis of work experience and is later employed as a contract employee, his/her assignment to a salary class and step at that time will be made in accordance with all provisions applicable to contract faculty.

D. Original Step Placement. Rules and regulations governing original step placement of temporary (part-time) faculty are essentially the same as for contract faculty. The one exception is that if a temporary (part-time) employee elects to use the option of related work experience for original class placement, the years used must be subtracted from his/her total work experience prior to determining the original step placement.

E. Advancement to Higher Classification of Step. Temporary (part-time) personnel may submit any additional degrees, credential, units, or experience which would entitle them to be placed in a higher classification or step, subject to the following:

1. Step placement for prior experience cannot exceed Step Seven (7).
2. To qualify for a higher salary class or step in the current school year, the educational work or prior experience must have been completed prior to September 15 of the current year. For summer session employees, work should be submitted prior to July 1.
3. The change in rate will become effective the first (1st) of the month following submission of the verification. There will be no retroactive application of class or step changes.

F. Loss of Salary. Whenever a temporary (part-time) certificated person must be absent from his/her assignment for a reason not covered by an allowable leave, his/her loss of pay is computed as follows:

Hours Absent X Hourly Rate of Pay = Loss of Pay

G. When a temporary (part-time) employee is later employed as a Contract I employee, his/her assignment to salary class and step at that time will be made in accordance with all provisions applicable to contract faculty. Temporary (part-time) step increments for District service is applicable only while serving as a temporary (part-time) employee.

20.4.3 Temporary (Substitute) Rates. Temporary (substitute) instructors are employed on a day-to-day basis as follows:

When substituting for sixty percent (60%) or less of a full-time assignment substitutes will be paid at the rate established by placement on the current Teaching Salary Schedule, Appendices B-5 and B-9.

When substituting for more than sixty percent (60%) of a full-time assignment for more than five (5) consecutive school calendar days, substitutes will be paid at the current Faculty Salary Schedule daily rate (annual salary rate divided by days of service in Board-adopted calendar) or fraction thereof appropriate for their training and experience. This rate shall be retroactive to the commencement of the period of substitution.

20.4.4 Excess Salary Payments. Any excess payment of salary made to a certificated employee during the school year shall be reimbursed to the District within thirty (30) days of receipt of notice by the employee of such overpayment.

20.4.5 Paydays and Pay Periods. Monthly salaried employees are paid once each month. Other than those issued for work in December, checks for the current month's work are presented and payable the last working day of the month. Checks for work performed in December of each year shall be presented on the last working day of December and payable on the first (1st) of January of each such academic year.

For temporary service by hourly and daily rate employees and extra pay for monthly employees, the pay period will be from the twenty-first (21st) through the twentieth (20th) of each month, with warrants issued the tenth (10th) of the succeeding month.

Payday will be on the preceding workday when it falls on a holiday, Saturday or Sunday.

20.4.6 Payroll Deductions. By law, federal and state withholding taxes and State Teachers' Retirement System contributions are deducted from pay checks. Federal and state income tax will be withheld on the basis of information furnished by the employee on Form W-4. Retirement fund deductions will be made at rates determined by the Retirement System. Payments for extra services of contract and regular employees are not subject to retirement deductions.

Temporary (part-time) employee earnings are subject to retirement system deductions only if the employee works more than twenty-four (24) hours per pay period (six (6) hours weekly) and is not covered under the system by other full-time employment. Temporary (substitute) employee earnings are subject to retirement system deductions only if the employee works more than one hundred (100) days per school year.

There are other deductions, however, which can be made as a service to the certificated employee. Among them are dues for employee associations, group life insurance premiums, family accident insurance premiums, United Crusade pledges, scholarship fund contributions, U. S. Savings Bonds, credit union share deposits and loan repayments.

20.4.7 Holiday Pay. A temporary employee or a contract or regular employee on an extra-service basis is entitled to holiday pay if, in the absence of the designation of the day as a "holiday" or "faculty recess," the employee would have been scheduled to service. Holiday pay is not applicable to the Christmas and Easter recesses.

ARTICLE 21
BENEFITS

Insurance. All eligible regular and first-year or second-year contract faculty, excluding categorical and temporary, unless specifically stated:

21.1 Air Travel. All unit members shall be provided, in an amount established by the Board, air travel insurance for accidental death resulting while on official District business on a scheduled airline. No more than ten (10) persons from the District shall be scheduled on any flight.

21.2 Salary Continuance. District shall maintain for unit members a salary continuance insurance program equal to coverage instituted on April 12, 1986 and provided by the carrier for fiscal year 1986-87 (Group Plan Policy #LK6554). Maximum age of eligibility shall be to age 70.

21.3 Tax-Sheltered Programs. District shall provide for participation by unit members, tax-sheltered annuities and tax-sheltered custodial accounts with carriers fulfilling all state and federal requirement eligibility. It is the member's sole responsibility to assure such carrier eligibility.

21.4 Life Insurance. District shall maintain, in participation with unit members, group life insurance in the face value to twenty-five thousand dollars ($25,000) in accordance with insurance carrier requirements, at District cost. District will arrange with insurance carrier to allow employee members to purchase, at their expense, up to an additional fifty thousand dollars ($50,000) of life insurance in twenty-five thousand dollar ($25,000) increments. It is agreed that any eligible unit member having an additional self-paid $25,000 of life insurance may remain at $25,000 or purchase an additional $25,000 at his/her option. However, any eligible unit member who has not had additional self-paid life insurance and any new employee who becomes eligible shall have only the option of purchasing an additional self-paid $50,000 of life insurance. Employees purchasing optional life insurance may also purchase, at their expense, optional $5,000 dependent coverage.

21.5 Part-Time (Regular and/or Temporary), Categorical and Sabbatical Replacement Employees.

A. Part-Time Regular Employees. District shall maintain, in participation with (tenured) part-time regular faculty, all insurance fringe benefits coverage on the basis applicable to full-time participation in regard to premium payments.

B. Part-Time Temporary Employees. Part-time temporary unit members having coverage, and who have maintained uninterrupted coverage from the 1977 fiscal year, in the District health and dental insurance programs shall be allowed continued coverage at their expense pursuant to carrier and District agreement. However, no other part-time temporary unit member shall be allowed participation due to carrier prohibitions of such coverage. Part-time temporary unit members shall be allowed to participate in tax-sheltered programs in accordance with 21.3.

C. Categorical Employees. District shall provide temporary faculty employed within categorically funded programs on an annual basis on Faculty Salary Schedule B-1, insurance fringe benefits of health, dental and life insurance as though regular full-time unit members.

D. Sabbatical Leave Replacement Employees. District shall provide temporary faculty employed for a full semester or year on Faculty Salary Schedule B-1 to replace unit members on sabbatical leave the health insurance program as though regular full-time unit members effective upon ratification of this agreement.

21.6 Liability Insurance. District shall maintain liability insurance of sixteen million dollars ($16,000,000) for coverage while conducting the business of the District.

21.7 United Faculty Secretary. District agrees to endeavor to provide to the United Faculty Secretary, subject to State law, carrier requirements and limitations, agreement with other collective bargaining units (if any are affected), insurance programs given to District employees, provided no expense for such coverage or participation is borne in any way by District.

21.8 Parking Permits. It is agreed that District shall provide a parking permit for each unit member within the faculty/staff designated lots of spaces, at no cost to the employee.

21.9 Continuation of Insurance Coverage. It is agreed that District may, at its sole and exclusive discretion and option, and without establishing practice or the setting of any precedent, elect to provide continuation of District insurance programs for specific periods of time to employees forced into unpaid leave status due to illness, accident or recovery therefrom.

21.10 Health and Dental Insurance.

A. Retirees and Employees.

1. Existing Certificated Retirees and Certificated Employees With at Least Ten Years' Service in the District Who Retire Prior to July 1, 1984.

The District shall pay for each retiree for fiscal year 1986-87 the maximum monthly premium amounts established in Appendix F.3, based on carrier and coverage of enrollment. The District contribution for Kaiser, HEALS, Lifeguard, IPM, Health Plan of America (HPA), or Bay Pacific health insurance and Delta Dental Insurance is based on 100% of premium requirements for the retiree and District payment of 90% of premium requirements for dependents. The District contribution for the Blue Cross insurance plans is based on District payment of 100% of premium requirements of the Mean Premium of HEALS, Lifeguard, IPM, Health Plan of America (HPA) and Bay Pacific for the retiree and 90% of the Mean Premium required for dependents.

2. Certificated Employees' Eligibility. To participate in District premium payments, the retiree must:

a. Have attained fifty-five years of age, and

b. Sum of Age and Years of District Experience must total 80.

3. Certificated Employees who Retire after July 1, 1984. The District shall pay for each retiree for the year 1986-87 the maximum monthly premium amounts established in Appendix F.4, based on coverage of enrollment. The premiums in Appendix F.4 shall be adjusted by the percentage of carrier rate increases effective July 1, 1986. The District contribution is based on 100% of premium requirements for Kaiser health program and Delta Dental Service for the retiree and 50% of the premium requirements for dependents.

4. Regular and Contract Employees. The District shall pay for each employee for fiscal year 1986-87 the maximum monthly premium amounts established in Appendix F.1, based on carrier and coverage of enrollment. The District contribution for Bay Pacific, Kaiser, HEALS, Health Plan of America, Lifeguard or IPM health insurance and Delta Dental Service is based on 100% of premium requirements for employee and dependents. The District contribution for the Blue Cross insurance plans is based on District payment of 100% of the premium requirements of the Mean Premium of HEALS, Lifeguard, Health Plan of America, IPM and Bay Pacific for the employee and dependents.

5. Appendix F. Notwithstanding any of the above, the various percentages of premium contribution (e.g., 100%, 90%, 50%, et al.) are general and reflective only; the actual dollar contributions by District for each carrier and coverage are specifically calculated and enumerated as shown in Appendix F attached hereto and incorporated herein by reference. Appendix F is agreed as the base for implemetation of all applicable conditions

within this Article for health and dental insurance. The amounts are based on 1986-87 premium rates. District agrees that (for fiscal year 1986-87) it will contribute the stated percentages of the premiums submitted by the carriers, as appropriate through the annual adjustment of Appendix F to reflect premium increases.

6. All HMO health plans shall be provided with the prescription option.

B. Other Health and Dental Insurance Benefit Provisions.

1. Employees or retirees who were responsible for co-payments of insurance premium prior to ratification of this agreement shall receive, within sixty (60) days of ratification, full return of any excess premium based on the requirements of this agreement.

2. Any employee who retires from the District on STRS or PERS disability retirement shall have a waiver of minimum eligibility requirements and shall receive District insurance contributions in the same amounts as though regularly retired.

3. Upon the death of a retiree or active employee, a surviving spouse and/or dependents, if any, shall continue to receive for a six (6) month period from the date of death, District contributions toward insurance coverage. After six (6) months the surviving spouse and/or dependents may at their option remain in the insurance program by paying full premium amounts required for the program of enrollment to the District quarterly, in advance.

4. Any employee who chooses not to receive health contributions by the District and who submits an affidavit of other coverage shall receive a monthly amount equal to the mean average of the Kaiser single rate and the Contra Costa Health Plan single rate amount (for 1986-87 - $73.94) in a Group Tax Deferred Annuity Program in lieu of such contributions. The amount of such contributions shall be listed on a regular basis in Appendix "F".

5. It is agreed that Lifeguard, HPA, IPM and Bay Pacific health plans and Blue Cross Prudent Buyer Option II will be approved programs available to eligible unit members. It is further agreed either party may suggest additional or different programs as they become available. Adding or changing any such program shall be only with concurrence of each party after consultation.

6. District shall have prepared and provide each employee a brochure summarizing District authorized benefits for retirees and employees.

7. District shall arrange for a knowledgeable consultant to provide present and future retirees advice regarding STRS.

8. Double coverage. Dependent family members of two employees who are married are entitled to coverage in one plan only; the married employees may elect to join different health plans, but they are not entitled to coverage both as a subscriber and dependent.

9. Sabbatical leave replacement employees are eligible only for health program coverage contributions by District in accordance with 21.5.D.

10. Annually, in the month of November, there will be an open enrollment period for employees to change carriers effective December 1.

11. Employee premium contribution where required because of the employee's choice of plans shall be paid by the unit member by payroll deduction one month in advance. Retiree premium contribution where required shall be paid by the retiree quarterly in advance.

12. Employee contributions shall be automatically increased where carrier premium increases occur notwithstanding any deduction authorization amount then on file. Where such automatic increase occurs, the employee shall be notified of the increase by the District and shall be allowed thirty (30) calendar days after such notification to notify the District if he/she desires to cancel further coverage. If written notice to cancel is not received, District will consider the employee to agreeing to continue such coverage.

13. No active employee or retiree shall be required by District to coordinate coverage with Medicare.

Article 21
(Continued)

14. The District shall maintain insurance plans by Blue Cross ($500.00 deductible and Prudent Buyer Option 2), Lifeguard, Kaiser, Bay Pacific, HEALS, IPM, HPA, Delta Dental Service, Insurance of North America, and Canada Life equal to those provided in 1986-87. Any changes in plans or carriers shall be mutually agreed upon.

ARTICLE 22
SAVINGS CLAUSE

22.1 Should any portion of this Agreement, or any provision herein contained, be rendered or declared invalid by reason of any existing of subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such portion of the Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 23
ENTIRE AGREEMENT

23.1 This contract shall supersede any and all existing or prior verbal or written rules, regulations, resolutions, and policy statements of the Board or management and all existing and prior customs, practices and alleged past practices of the Board or management in regard to the subject matter hereof which may be contrary or inconsistent with the terms hereof. However, either party may cite any such verbal or written rules, regulations, resolutions and policy statements of the Board or management and existing or prior customs, practices, and alleged past practices in an attempt to explain or clarify the provisions of this Agreement. This contract shall constitute the Board's entire policy with regard to employees covered hereby insofar as concerns wages, hours, and other matters which are the subject matter hereof. The adoption or institution of all past, existing and future policies, procedures, practices and customs shall be exclusively within the discretion of management, except to the extent that such action shall be contrary to the specific terms of this contract.

ARTICLE 24
DURATION

24.1 Unless otherwise indicated herein, this Agreement between the Board and the United Faculty is effective from July 1, 1986, and shall remain in full force and effect through the close of the work day on June 30, 1987. However, in the event a new contract is not negotiated or completed by June 30, 1986, the provisions of this contract shall remain in full force and effect until such time as a new contract is ratified by each party, unless either party acts to terminate this Agreement on or after June 30, 1987, with thirty (30) days written notice to the other party of the intent to terminate on a date certain.

24.2 Negotiations for a Successor Agreement will begin not later than sixty (60) calendar days from receipt of written demands and contract changes from the other party, for fiscal year 1987-88.

24.3 Should agreement not be reached during a period of forty-five (45) calendar days from the date of beginning of negotiations, either party may submit an unresolved dispute to the impasse procedures of the Public Employment Relations Board.

24.4 In witness whereof, each of the parties affix their signatures hereto on this 24th day of November, 1986.

FOR DISTRICT	FOR UNITED FACULTY
John I. Carhart	
John I. Carhart Chancellor	Richardson Wilbanks President

APPENDIX A

INSTRUCTIONAL CALENDAR

SUMMER INTERSESSION 1986

June 2	Summer Intersession Begins
July 4	Independence Day - Legal Holiday
August 16	End of Summer Intersession

FALL SEMESTER 1986

August 18 - 21	Non-instructional/Instructional Improvement Activities - Faculty Service Days, Plan 1
August 20 & 21	Required Service Days - First-year Contract Faculty, Plan 2
August 22	Required Faculty Service Day
August 25	Instruction Begins
September 1	Labor Day - Legal Holiday
November 10	Veterans Day - Legal Holiday
November 27 & 28	Thanksgiving - Legal & Board Holiday
November 29	Board Holiday - Saturday Classes
December 20	Last Day of Instruction
December 22 - January 5	Winter Recess
January 6-9	Non-instructional/Instructional Improvement Activities - Faculty Service Days, Plan 2
January 12 & 16	Required Faculty Service Days for Non-instructional/Instructional Improvement Activities
January 13	End of Semester

Fall Teaching Days 81

SPRING SEMESTER 1987

January 12 - 16	Required Faculty Service Days for Non-instructional/Instructional Improvement Activities
January 19	Martin Luther King, Jr.'s Birthday - Board Holiday
January 20	Instruction Begins
February 13	Lincoln's Birthday - Legal Holiday
February 14	Board Holiday - Saturday Classes
February 16	Washington's Birthday - Legal Holiday
April 17 - 24	Spring Recess
May 25	Memorial Day - Legal Holiday
May 29	Last Day of Instruction - Graduation

Spring Teaching Days	85
1986-87 Total Teaching Days	166
1986-87 Non-instructional Service Days	10
Total	176

First-year contract faculty required to have 14 non-instructional service days.
Second-year contract faculty required to have 12 non-instructional service days.

APPENDIX A
(Continued)

FLEXIBLE CALENDAR PROCEDURES

A. Flexible Calendar

1. A calendar should be identified for each full-time faculty member according to the following plans for 1984-85:

Plan 1		Plan 2	
Aug. 20 - Aug. 23	4	Aug. 24 (service day)	1
Aug. 24 (service day)	1	Jan. 8 - Jan. 11	4
Jan. 14 - Jan. 18	5	Jan. 14 - Jan. 18	5
Instructional days	166	Instructional days	166
	176		176

Fall instructional calendar:

Instruction begins: August 27, 1984
Term ends: December 22, 1984

Spring instructional calendar:

Instruction begins: January 22, 1985
Term ends: May 30, 1985

2. Dates should be set for individual faculty calendars for 1984-85 by June 1, 1984. For new faculty, add August 22 and 23 to Plan 2.

3. Flex days for full-time faculty should be set at a minimum of 5 hours per day. Part-time and full-time faculty on an overload shall serve one hour of flex time for each weekly hour of instruction time.

   a. Assignments will be completed on campus unless activities need to be performed elsewhere, as determined by the Local Planning Group.

   b. The per diem rate applies regardless of the number of hours served each flex day or nature of the flex assignment.

B. Local Planning Group

The Local Planning Group shall consist of equal representation from faculty and management. All votes shall be by secret ballot. For the 1984-85 year, representation shall be as follows:

Contra Costa College	8 managers and 8 faculty members
Diablo Valley College	10 managers and 10 faculty members
Los Medanos College	6 managers and 6 faculty members

The Local Planning Group will develop recommendations to the college president for implementing the provisions of Section 84891 of the Education Code. These recommendations will include the number and types of activities and the staffing requirements to carry out the plan. Proposals for activities outside of the annual plan shall be submitted to the Local Planning Group on appropriate forms* for a recommendation.

No grievance may be filed in regard to any recommendation of the Local Planning Group concerning approval of activities; however, if the decision of the president is different from the recommendation of the committee, that decision may be grieved.

C. Activity Assignments

The assignment of specific individuals to regular flex activities will follow the same department/sub-area guidelines used for scheduling procedures specified in the contract. The need for an entire department/sub-area to staff a flex activity shall take priority over an individual assignment.

D. Faculty Accountability

Upon the adoption by the president of the flexible activities schedule, each faculty member shall file on an appropriate form* a description of the activity with the designated manager.

Upon completion of the flexible activity, a report will be forwarded on an appropriate form* to the designated manager to verify compliance with the proposed activity.

If, in the opinion of the designated manager, a faculty member has failed to complete or fulfill the flexible activity obligations, the report to that effect will be forwarded to the Local Planning Group for a recommendation to the president.

E. Flex Activities

1. An Inter-college Coordinating Committee will be formed.

   a. It will consist of:
      - Chancellor as chair
      - the college Presidents
      - Staff Development coordinators from each college
      - 2 representatives from each Local Planning Group: one a faculty member, one a manager, to be chosen according to procedures developed by each LPG for itself
      - the district-wide flex coordinator
      - additional member(s) as needed to assure that the Committee shall always be equally balanced between management and faculty. An imbalance shall be corrected by appointment from the LPG's; which college LPG shall be determined by the Chancellor for management and the UF President for faculty.

   b. The duties of the Inter-college Coordinating Committee will be:

      i. to identify the inter-college critical needs to be addressed on one flex day per academic year, and to designate the date of that day during the five days in January required for all faculty. Specific planning for the day will be carried out by the LPG's at each college.

      ii. to designate one flex day per academic year on which no workshops or college-wide activities will be held, to enable those subject areas which wish to schedule inter-college area meetings to do so. Department meetings are permitted. This day shall be scheduled during the five days in January required for all faculty.

      iii. publish the schedule of workshops.

      iv. review the flex activity report to the state.

2. The remaining seven days will be available for college-wide, division and department, and individual activities as designated or approved by the LPG's according to their own guidelines.

   a. Faculty must request permission of the college LPG for any flex proposal which would necessitate missing the inter-college day designated according to (E.1.B.i) above, or the inter-college area meeting if they are in a subject area which schedules such a meeting.

      i. If the Chancellor does not agree with the college LPG's recommendation, he may request a meeting of the college LPG or its designated representative(s) to express his concerns. After the discussion the college LPG may reconsider, but in any case the Chancellor will accept the recommendation of the college LPG.*

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* The United Faculty and the District shall mutually approve all forms.

APPENDIX B-1

Contra Costa Community College District
500 Court Street
Martinez, California 94553

FACULTY SALARY SCHEDULE
Fiscal Year 1986-87

Step	Class I BA	Class II BA + 15	Class III BA + 30 MA	Class IV BA + 45 MA + 15	Class V BA + 60 MA + 30	Class VI BA + 75 MA + 45	Class VII BA + 90 MA + 60 Doctorate
1	$22,068	$23,328	$24,576	$25,776	$27,036	$28,284	$29,520
2	23,328	24,576	25,776	27,036	28,284	29,520	30,744
3	24,576	25,776	27,036	28,284	29,520	30,744	31,992
4	25,776	27,036	28,284	29,520	30,744	31,992	33,240
5	27,036	28,284	29,520	30,744	31,992	33,240	34,488
6	28,284	29,520	30,744	31,992	33,240	34,488	35,736
7	29,520	30,744	31,992	33,240	34,488	35,736	36,972
8	30,744	31,992	33,240	34,488	35,736	36,972	38,208
9	31,992	33,240	34,488	35,736	36,972	38,208	39,456
10		34,488	35,736	36,972	38,208	39,456	40,704
11			36,972	38,208	39,456	40,704	41,904
12				39,456	40,704	41,904	43,164
13					41,904	43,164	44,424
16					43,164	44,424	45,636
19					44,424	45,636	46,896
22					45,636	46,896	48,156

7/1/86

Contra Costa Community College District
500 Court Street
Martinez, California 94553

CERTIFICATED SALARY SCHEDULE FOR SPECIAL PROGRAMS

Certificated personnel employed for special programs shall be paid the following salary rates:

Teaching or Counseling — $21.28 per hour

Supervision or Coordination — $22.58 per hour

Special programs are defined as those programs involving instruction in other than regular community college day, extended day or summer session courses approved by the Board of Governors of the California Community Colleges (credit or non-credit courses). Examples are programs offered under funding by the Manpower Development Training Act, the Concentrated Employment Program and the Regional Occupational Center.

Effective July 1, 1986

APPENDIX B-4

Contra Costa Community College District
500 Court Street
Martinez, California 94553

SALARY SCHEDULE FOR SUPERVISION OF COOPERATIVE VOCATIONAL EDUCATION STUDENTS

The compensation for certificated employees who supervise cooperative vocational education students shall be computed by multiplying census week student weekly contact hours of enrollment in cooperative education by $17.36 per contact hour.

Effective July 1, 1986

APPENDIX B-5

Contra Costa Community College District
500 Court Street
Martinez, California 94553

TEACHING SALARY SCHEDULE
FOR EXTENDED DAY PROGRAM, TEMPORARY (PART-TIME) DAY FACULTY AND SUMMER SESSION
Fiscal Year 1986-87

Rates indicated are hourly (1/981).

Step	Class I BA	Class II BA + 15	Class III BA + 30 MA	Class IV BA + 45 MA + 15	Class V BA + 60 MA + 30	Class VI BA + 75 MA + 45	Class VII BA + 90 MA + 60 Doctorate
1	$22.50	$23.78	$25.05	$26.28	$27.56	$28.83	$30.09
2	23.78	25.05	26.28	27.56	28.83	30.09	31.34
3	25.05	26.28	27.56	28.83	30.09	31.34	32.61
4	26.28	27.56	28.83	30.09	31.34	32.61	33.88
5	27.56	28.83	30.09	31.34	32.61	33.88	35.16
6	28.83	30.09	31.34	32.61	33.88	35.16	36.43
7	30.09	31.34	32.61	33.88	35.16	36.43	37.69
8	31.34	32.61	33.88	35.16	36.43	37.69	38.95
9	32.61	33.88	35.16	36.43	37.69	38.95	40.22
10		35.16	36.43	37.69	38.95	40.22	41.49
11			37.69	38.95	40.22	41.49	42.72
12				40.22	41.49	42.72	44.00
13					42.72	44.00	45.28
16					44.00	45.28	46.52
19					45.28	46.52	47.80
22					46.52	47.80	49.09

The rate for certificated contract personnel will be determined by their class and step placements on the Faculty Salary Schedule.

The rate for temporary (part-time) certificated personnel will be determined by placing them on the Faculty Salary Schedule in accordance with their educational preparation or credentials and experience, up to a maximum placement at Step 7. Full-time related work experience may be substituted by temporary (part-time) personnel for class placement purposes on the basis of three years experience for each class.

Any person who cannot be placed or who elects not to be placed on the schedule shall be paid at the rate for Class I, Step 1.

7/1/86

Contra Costa Community College District
500 Court Street
Martinez, California 94553

COUNSELING SALARY SCHEDULE
FOR EXTENDED DAY PROGRAM, TEMPORARY (PART-TIME) DAY FACULTY AND SUMMER SESSION
Fiscal Year 1986-87

Rates indicated are hourly.

Step	Class I BA	Class II BA + 15	Class III BA + 30 MA	Class IV BA + 45 MA + 15	Class V BA + 60 MA + 30	Class VI BA + 75 MA + 45	Class VII BA + 90 MA + 60 Doctorate
1	$18.73	$19.79	$20.84	$21.88	$22.94	$23.99	$25.04
2	19.79	20.84	21.88	22.94	23.99	25.04	26.10
3	20.84	21.88	22.94	23.99	25.04	26.10	27.17
4	21.88	22.94	23.99	25.04	26.10	27.17	28.20
5	22.94	23.99	25.04	26.10	27.17	28.20	29.28
6	23.99	25.04	26.10	27.17	28.20	29.28	30.33
7	25.04	26.10	27.17	28.20	29.28	30.33	31.37
8	26.10	27.17	28.20	29.28	30.33	31.37	32.43
9	27.17	28.20	29.28	30.33	31.37	32.43	33.47
10		29.28	30.33	31.37	32.43	33.47	34.56
11			31.37	32.43	33.47	34.56	35.61
12				33.47	34.56	35.61	36.66
13					35.61	36.66	37.71
16					36.66	37.71	38.78
19					37.71	38.78	39.81
22							40.84

The rate for certificated contract personnel will be determined by their class and step placements on the Faculty Salary Schedule.

The rate for temporary (part-time) certificated personnel will be determined by placing them on the Faculty Salary Schedule in accordance with their educational preparation or credentials and experience, up to a maximum placement at Step 7. Full-time related work experience may be substituted by temporary (part-time) personnel for class placement purposes on the basis of three years experience for each class.

Any person who cannot be placed or who elects not to be placed on the schedule shall be paid at the rate for Class I, Step 1.

Contra Costa Community College District
500 Court Street
Martinez, California 94553

OTHER CERTIFICATED SERVICES SALARY SCHEDULE FOR EXTENDED DAY PROGRAM, TEMPORARY (PART-TIME) DAY FACULTY AND SUMMER SESSION

Fiscal Year 1986-87

Rates indicated are hourly.

Step	Class I BA	Class II BA + 15	Class III BA + 30 MA	Class IV BA + 45 MA + 15	Class V BA + 60 MA + 30	Class VI BA + 75 MA + 45	Class VII BA + 90 MA + 60 Doctorate
1	$14.05	$14.83	$15.63	$16.42	$17.22	$18.00	$18.77
2	14.83	15.63	16.42	17.22	18.00	18.77	19.59
3	15.63	16.42	17.22	18.00	18.77	19.59	20.36
4	16.42	17.22	18.00	18.77	19.59	20.36	21.17
5	17.22	18.00	18.77	19.59	20.36	21.17	21.96
6	18.00	18.77	19.59	20.36	21.17	21.96	22.73
7	18.77	19.59	20.36	21.17	21.96	22.73	23.53
8	19.59	20.36	21.17	21.96	22.73	23.53	24.31
9	20.36	21.17	21.96	22.73	23.53	24.31	25.13
10		21.96	22.73	23.53	24.31	25.13	25.89
11			23.53	24.31	25.13	25.89	26.69
12				25.13	25.89	26.69	27.49
13					26.69	27.49	28.29
16					27.49	28.29	29.06
19					28.29	29.06	29.86
22							30.63

The rate for certificated contract personnel will be determined by their class and step placements on the Faculty Salary Schedule.

The rate for temporary (part-time) certificated personnel will be determined by placing them on the Faculty Salary Schedule in accordance with their educational preparation or credentials and experience, up to a maximum placement at Step 7. Full-time related work experience may be substituted by temporary (part-time) personnel for class placement purposes on the basis of three years experience for each class.

Any person who cannot be placed or who elects not to be placed on the schedule shall be paid at the rate for Class I, Step 1.

7/1/86

Contra Costa Community College District
500 Court Street
Martinez, California 94553

TEACHING SALARY SCHEDULE
FOR EXTENDED DAY PROGRAM, TEMPORARY (PART-TIME) DAY FACULTY AND SUMMER SESSION
Fiscal Year 1986-87

Rates indicated are for one semester, consisting of one assigned hour of instruction per week for 18 weeks. In the unusual circumstances where full-semester classes are scheduled for either 19 or 17 weeks, compensation shall be based on assigned hours served at the appropriate hourly rate. These rates do not apply to short-term courses. (For internal use only—not for publication.)

Step	Class I BA	Class II BA + 15	Class III BA + 30 MA	Class IV BA + 45 MA + 15	Class V BA + 60 MA + 30	Class VI BA + 75 MA + 45	Class VII BA + 90 MA + 60 Doctorate
1	$405.00	$428.04	$450.90	$473.04	$496.08	$518.94	$541.62
2	428.04	450.90	473.04	496.08	518.94	541.62	564.12
3	450.90	473.04	496.08	518.94	541.62	564.12	586.98
4	473.04	496.08	518.34	541.62	564.12	586.98	609.84
5	496.08	518.94	541.62	564.12	586.98	609.84	632.88
6	518.94	541.62	564.12	586.98	609.84	632.88	655.74
7	541.62	564.12	586.98	609.84	632.88	655.74	678.42
8	564.12	586.98	609.84	632.88	655.74	678.42	701.10
9	586.98	609.84	632.88	655.74	678.42	701.10	723.96
10		632.88	655.74	678.42	701.10	723.96	746.82
11			678.42	701.10	723.96	746.82	768.96
12				723.96	746.82	768.96	792.00
13					768.96	792.00	815.04
16					792.00	815.04	837.36
19					815.04	837.36	860.40
22					837.36	860.40	883.62

The rate for certificated contract personnel will be determined by their class and step placements on the Faculty Salary Schedule.

The rate for temporary (part-time) certificated personnel will be determined by placing them on the Faculty Salary Schedule in accordance with their educational preparation or credentials and experience, up to a maximum placement at Step 7. Full-time related work experience may be substituted by temporary (part-time) personnel for class placement purposes on the basis of three years experience for each class.

Any person who cannot be placed or who elects not to be placed on the schedule shall be paid at the rate for Class I, Step 1.

7/1/86

APPENDIX B-11

Contra Costa Community College District
500 Court Street
Martinez, California 94553

COUNSELING SALARY SCHEDULE
FOR EXTENDED DAY PROGRAM, TEMPORARY (PART-TIME) DAY FACULTY AND SUMMER SESSION
Fiscal Year 1986-87

Rates indicated are daily.

Step	Class I BA	Class II BA + 15	Class III BA + 30 MA	Class IV BA + 45 MA + 15	Class V BA + 60 MA + 30	Class VI BA + 75 MA + 45	Class VII BA + 90 MA + 60 Doctorate
1	$112.38	$118.74	$125.04	$131.28	$137.64	$143.94	$150.24
2	118.74	125.04	131.28	137.64	143.94	150.24	156.60
3	125.04	131.28	137.64	143.94	150.24	156.60	163.02
4	131.28	137.64	143.94	150.24	156.60	163.02	169.20
5	137.64	143.94	150.24	156.60	163.02	169.20	175.68
6	143.94	150.24	156.60	163.02	169.20	175.68	181.98
7	150.24	156.60	163.02	169.20	175.68	181.98	188.22
8	156.60	163.02	169.20	175.68	181.98	188.22	194.58
9	163.02	169.20	175.68	181.98	188.22	194.58	200.82
10		175.68	181.98	188.22	194.58	200.82	207.36
11			188.22	194.58	200.82	207.36	213.66
12				200.82	207.36	213.66	219.96
13					213.66	219.96	226.26
16					219.96	226.26	232.68
19					226.26	232.68	238.86
22							245.04

The rate for certificated contract personnel will be determined by their class and step placements on the Faculty Salary Schedule.

The rate for temporary (part-time) certificated personnel will be determined by placing them on the Faculty Salary Schedule in accordance with their educational preparation or credentials and experience, up to a maximum placement at Step 7. Full-time related work experience may be substituted by temporary (part-time) personnel for class placement purposes on the basis of three years experience for each class.

Any person who cannot be placed or who elects not to be placed on the schedule shall be paid at the rate for Class I, Step 1.

7/1/86

APPENDIX B-12

Contra Costa Community College District
500 Court Street
Martinez, California 94553

INTERCOLLEGIATE ATHLETICS SEASONAL CONTRACT SALARY SCHEDULE FOR TEMPORARY (PART-TIME) DAY FACULTY HEAD COACHES AND ASSOCIATE COACHES
Fiscal Year 1986-87

Sports Group		Contract Amount
I.	Cross-Country - Head Coach Golf - Head Coach Gymnastics - Head Coach Soccer - Head Coach Swimming and Diving - Head Coach Water Polo - Head Coach	$ 5,060
II.	Volleyball - Head Coach Wrestling - Head Coach	$ 5,451
III.	Football - Associate Coach Tennis - Head Coach	$ 5,840
IV.	Softball - Head Coach	$ 6,230
V.	Baseball - Head Coach Basketball - Head Coach Track and Field - Head Coach Football - Head Coach	$ 7,009

Effective July 1, 1986

APPENDIX C

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
STATEMENT OF GRIEVANCE

EMPLOYEE NAME	COLLEGE	DEPARTMENT
DATE OF ALLEGED GRIEVANCE	DATE OF INFORMAL DISCUSSION WITH DEAN OR DESIGNEE	DATE OF ORAL RESPONSE
DATE OF FILING OF THIS STATEMENT	SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED	

EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION, WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION.

STATE FULL RELIEF, REMEDY, ACTION, YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE:

I. COLLEGE PRESIDENT OR DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE:	DATE OF RECEIPT: DATE OF RESPONSE GRIEVANCE RESOLVED: GRIEVANCE DENIED: DATE OF GRIEVANT APPEAL: GRIEVANT SIGNATURE:
II. CHANCELLOR/DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE:	DATE OF RECEIPT: DATE OF RESPONSE: GRIEVANCE RESOLVED: GRIEVANCE DENIED: DATE OF GRIEVANT APPEAL: GRIEVANT SIGNATURE:

WRITTEN NOTICE OF APPEAL TO A "FACT-FINDING PANEL" MUST BE FURNISHED WITHIN FIVE (5) WORK DAYS TO THE CHANCELLOR.
DATE OF UNITED FACULTY NOTICE: ____________________

(OPTIONAL)

III. FACT-FINDING PANEL:	DATE OF HEARING: DATE OF RESPONSE:
IV. BOARD OF TRUSTEES:	DATE OF RECEIPT: DATE OF BOARD MEETING: DATE OF DECISION:

THE DECISION OF THE BOARD IS:

CLASSIFICATION OF CONTRACT AND REGULAR FACULTY

Instructors, counselors, librarians and nurses employed on an annual basis by action of the Governing Board of the Contra Costa Community College District shall be placed on the salary schedule and assigned to one of the seven classes as follows:

CLASS I

Condition 1: Possession of a bachelor's degree from an approved college or university.

Condition 2: Possession of a Community College Instructor Credential with minimum requirements completed.*

Condition 3: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching, with minimum requirements completed.*

Condition 4: Possession of a Temporary Class A Vocational Arts Credential.

CLASS II

Condition 1: Possession of a bachelor's degree from an approved college or university plus fifteen (15) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 2: Possession of a Community College Instructor Credential with minimum requirements completed, as described in Class 1, plus fifteen (15) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 3: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class 1, plus fifteen (15) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 4: Possession of a Temporary Class A Vocational Arts Credential, plus fifteen (15) approved semester units of college grade.

CLASS III

Condition 1: Possession of a master's degree from an approved college or university.

Condition 2: Possession of a bachelor's degree from an approved college or university, plus thirty (30) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 3: Possession of a Community College Instructor Credential with minimum requirements completed, as described in Class I, plus thirty (30) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 4: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus thirty (30) approved semester units of college grade acquired after the date on which eligibility for the credential is completed.

Condition 5: Possession of a Basic Class A Vocational Arts Credential.

CLASS IV

Condition 1: Possession of a master's degree from an approved college or university, plus fifteen (15) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 2: Possession of a bachelor's degree from an approved college or university, plus forty-five (45) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 3: Possession of a Community College Instructor Credentail with minimum requirements completed, as described in Class I, plus forty-five (45) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 4: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus forty-five (45) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 5: Possession of a Basic Class A Vocational Arts Credential, plus fifteen (15) approved semester units of college grade.

CLASS V

Condition 1: Possession of a master's degree from an approved college or university, plus thirty (30) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 2: Possession of a bachelor's degree from an approved college or university, plus sixty (60) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 3: Possession of a Community College Instructor Credential with minimum requirements completed, as described in Class I, plus sixty (60) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 4: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus sixty (60) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 5: Possession of a Class A Vocational Arts Credential, plus thirty (30) approved semester units of college grade.

CLASS VI

Condition 1: Possession of a master's degree from an approved college or university, plus forty-five (45) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 2: Possession of a bachelor's degree from an approved college or university, plus seventy-five (75) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 3: Possession of a Community College Instructor Credential with minimum requirements completed, as described in Class I, plus seventy-five (75) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 4: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus seventy-five (75) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 5: Possession of a Class A Vocational Arts Credential, plus forty-five (45) approved semester units of college grade.

CLASS VII

Condition 1: Possession of an earned Doctorate degree from an approved college or university.

Condition 2: Possession of a master's degree from an approved college or university, plus sixty (60) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 3: Possession of a bachelor's degree from an approved college or university, plus ninety (90) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 4: Possession of a Community College Instructor Credential with minimum requirements completed, as described in Class I, plus ninety (90) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 5: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus ninety (90) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 6: Possession of a Lifetime Class A Vocational Arts Credential, plus sixty (60) approved semester units of college grade.

*NOTES:

1. Minimum requirements for Community College Instructor Credential (in accordance with Title V and basis used for the credential):
   a. AA or 60 units plus 4 years occupational work experience.
   b. High school diploma plus 6 years occupational work experience.
2. Minimum requirements for Designated Subjects Credential Vocational Trade and Technical Teaching:

   A total of seven years of preparation in one of the following combinations of educational preparation and qualifying experience:

   a. BA degree and three years of occupational experience related.
   b. AA degree or 60 semester hours and three years experience as journeyman in addition to an apprenticeship.
   c. High school diploma and seven years experience (partial fulfillment).
3. The date on which initial eligibility for either the Community College Instructor Credential or the Designated Subjects Credential is completed applies to both academic background and work experience.

7/1/73

APPENDIX D-2

CLASSIFICATION AND STEP PLACEMENT OF TEMPORARY (PART-TIME) FACULTY

CLASS PLACEMENT

An instructor, counselor, or other certificated person employed on a temporary (part-time) basis shall be assigned to one of the seven classes as follows:

CLASS I

Condition 1: Possession of a bachelor's degree from an approved college or university.

Condition 2: Possession of a Community College Instructor Credential with minimum requirements completed.*

Condition 3: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching, with minimum requirements completed.*

Condition 4: Possession of a Temporary Class A Vocational Arts Credential.

Condition WE: Full-time work experience of 1 or 2 years in the field of your teaching assignment.

CLASS II

Condition 1: Possession of a bachelor's degree from an approved college or university, plus fifteen (15) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 2: Possession of a Community College Instructor Credential with minimum requirements completed, as described in Class I, plus fifteen (15) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 3: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus fifteen (15) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 4: Possession of a Temporary Class A Vocational Arts Credential, plus fifteen (15) approved semester units of college grade.

Condition WE: Full-time work experience of 3, 4 or 5 years in the field of your teaching assignment.

CLASS III

Condition 1: Possession of a master's degree from an approved college or university.

Condition 2: Possession of a bachelor's degree from an approved college or university, plus thirty (30) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 3: Possession of a Community College Instructor Credential with minimum requirements completed as described in Class I, plus thirty (30) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 4: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus thirty (30) approved semester units of college grade acquired after the date on which eligibility for the credential is completed.

Condition 5: Possession of a Basic Class A Vocational Arts Credential.

Condition WE: Full-time work experience of 6, 7 or 8 years in the field of your teaching assignment.

CLASS IV

Condition 1: Possession of a master's degree from an approved college or university, plus fifteen (15) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 2: Possession of a bachelor's degree from an approved college or university, plus forty-five (45) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 3: Possession of a Community College Instructor Credential with minimum requirements completed, as described in Class I, plus forty-five (45) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 4: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus forty-five (45) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 5: Possession of a Basic Class A Vocational Arts Credential plus fifteen (15) approved semester units of college grade.

Condition WE: Full-time work experience of 9, 10 or 11 years in the field of your teaching assignment.

CLASS V

Condition 1: Possession of a master's degree from an approved college or university, plus thirty (30) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 2: Possession of a bachelor's degree from an approved college or university, plus sixty (60) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 3: Possession of a Community College Instructor Credential with minimum requirements completed, as described in Class I, plus sixty (60) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 4: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus sixty (60) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 5: Possession of a Class A Vocational Arts Credential, plus thirty (30) approved semester units of college grade.

Condition WE: Full-time work experience of 12, 13 or 14 years in the field of your teaching assignment.

CLASS VI

Condition 1: Possession of a master's degree from an approved college or university, plus forty-five (45) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 2: Possession of a bachelor's degree from an approved college or university, plus seventy-five (75) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 3: Possession of a Community College Instructor Credential with minimum requirements completed, as described in Class I, plus seventy-five (75) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 4: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus seventy-five (75) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 5: Possession of a Class A Vocational Arts Credential, plus forty-five (45) approved semester units of college grade.

Condition WE: Full-time work experience of 15, 16 or 17 years in the field of your teaching assignment.

CLASS VII

Condition 1: Possession of an earned Doctorate degree from an approved college or university.

Condition 2: Possession of a master's degree from an approved college or university, plus sixty (60) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 3: Possession of a bachelor's degree from an approved college or university, plus ninety (90) approved semester units of college grade acquired after the date of issuance of the degree.

Condition 4: Possession of a Community College Instructor Credential with minimum requirements completed, as described in Class I, plus ninety (90) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 5: Possession of a Conditional or Life Designated Subjects Credential in the area of Vocational Trade and Technical Teaching with minimum requirements completed, as described in Class I, plus ninety (90) approved semester units of college grade acquired after the date on which initial eligibility for the credential is completed.

Condition 6: Possession of a Lifetime Class A Vocational Arts Credential, plus sixty (60) approved semester units of college grade.

Condition WE: Full-time work experience of 18 years in the field of your teaching assignment.

*NOTES:

1. Minimum requirements for Community College Instructor Credential (in accordance with Title V and basis used for the credential):
    a. AA degree or 60 units plus 4 years occupational work experience.
    b. High school diploma plus 6 years occupational work experience.
2. Minimum requirements for Designated Subjects Credential Vocational Trade and Technical Teaching›

    A total of seven years of preparation in one of the following combinations of educational preparation and qualifying experience:

a. BA degree and three years of occupational experience related.
b. AA degree or 60 semester hours and three years experience as journeyman in addition to an apprenticeship.
c. High school diploma and seven years experience (partial fulfillment).

3. The date on which initial eligibility for either the Community College Instructor Credential or the Designated Subjects Credential is completed applies to both academic background and work experience.

STEP PLACEMENT

A certificated person employed on a temporary (part-time) basis shall be assigned to Step 1, 2, 3, 4, 5, 6 or 7 on the basis of prior experience as follows:

Step 1 – No experience
Step 2 – 1 year experience
Step 3 – 2 years experience
Step 4 – 3 years experience
Step 5 – 4 years experience
Step 6 – 5 years experience
Step 7 – 6 years experience

If a person is placed in a salary classification on the basis of work experience or possession of a vocational credential, the years of related work experience used for the class placement or for the vocational credential shall be subtracted from total years of experience prior to determination of appropriate step placement.

Teaching Experience – Experience necessary to meet the requirements of this schedule shall be obtained by full-time teaching or by other full-time approved educational service in a public or private school of recognized standing as a regular certificated (if a public school) teacher, teacher-counselor, librarian or school nurse, for a period of not less than 75% of 175 days, as prescribed by the Education Code, in a stipulated school year.

Full-time experience outside the Contra Costa Community College District, not to exceed six (6) years, shall be applicable for placement on this schedule. Employment as a Teaching Assistant or Laboratory Assistant shall not be approved as experience qualifying for placement on the salary schedule. Periods of full-time teaching of less than a school year, as measured in full semesters and/or full quarters or trimesters, regardless of when taught, may be added together to qualify for prior experience for initial placement.

Related Work Experience – Related work experience submitted for placement on the salary schedule shall be equated on a two-for one basis, i.e. two (2) years of full-time related work experience shall be credited as one (1) step on the salary schedule. In no case shall more than twelve (12) years of full-time related work experience be allowed for step placement purposes.

Vocational Teachers – Seven (7) years of experience in the trade are required for the Class A Vocational credential. Teachers holding such credentials may receive credit for *additional* work experience for placement purposes equated on a two-for-one basis, i.e. two (2) years experience beyond the required seven (7) shall be credited as one (1) step on the salary schedule. In no case shall more than twelve (12) years work experience above the initially required seven (7), be allowed for step placement purposes.

7/1/73

MAXIMUM CLASS SIZE

CONTRA COSTA COLLEGE

The maximum class size is the number of students allowed to be enrolled on the opening roster.

Course Number	Maximum Size
ADJUS	
120	40
121	40
122	40
123	40
124	40
130	40
140	40
170	40
171	25
221	40
222	40
260	40
284	40
ANTHR	
125	40
130	40
140	40
150	40
APPLI	
120	40
121	32
122	40
123	32
130	40
131	40
221	32
223	32
ARCH	
120	28
121	28
127	28
199	N/A
220	28
221	28
ART	
103	40
109	40
110	26
111	26
116	40
120	26
121	26
124	26
125	26
130	26
131	26
140	26
141	26
145	26
ART (Cont'd.)	
146	26
160	40
161	26
162	26
164	40
165	40
170	26
171	26
172	26
173	26
174	26
175	26
180	26
181	26
190	40
191	40
192	40
220	26
221	26
224	26
225	26
230	26
231	26
240	26
241	26
245	26
246	26
261	26
262	26
264	40
265	40
274	26
275	26
280	26
281	26
ASTRO	
120	40
AUSER	
120	40
121	28
123	40
124	40
125	28
126	28
128	40
129	28
145-6	28
150	40
151	40
152	40
153	40
154-5	28
160-1	28
AUSER (Cont'd.)	
163	40
164	40
165-6	28
167	28
168	28
169	28
171	28
172	28
181	28
182	28
183	28
190	28
220	40
221	28
222	40
223	28
225	28
226	28
228	28
229	28
230	40
238-9	40
240	40
254-5	28
260	40
261-2	40
263	40
264-5	28
266	28
267-8	28
270-1	28
280-1	28
290	28
BIOSC	
102	40
110	40 or A/T
115	40
118	40
119	26
132	26
134	26
148	26
150	26
160	40
170	26
BUS	
102	40
109	40
117	40
118	40
119	40
122	38
BUS (Cont'd.)	
130	40
131	40
132	40
140	40
150	40
158	40
171	33
181-2	40
184	40
186	40
187	40
191	40
192	40
210	30
219	30
220	17
221	17
230	30
240	40
243	40
247	40
248	30
261	40
294-5	40
CARER	
175	40
CHEM	
108	26
109	26
119	26
120	26
121	26
220	26
226	26
227	26
CHICA	
102	40
109	40
112	40
113	40
120-1	40
125-6	40
135-6	40
141-2	40
220-1	40
240-1, -2-3	40
244	40
298	N/A
CHINS	
120-A-B	35
121-A-B	35
130	35
131	35
CIS	
110	40
115	40
118	35
120	40
125	40
129	35
132	33
135	35
140	33
151	33
155	35
160	35
165	35
167	40
170-1	40
175	35
180	40
220	A/T
221	33
225	35
229	35
260	35
265	35
133A	33
133B	33
133C	33
270	40
292	35
CO OP	
160	Cont.
170	40
CULIN	
121	52
130	26
140	40
141	40
181	40
190-1	52
220	52
221	52
120A	52
120B	52
DENTL	
110	37
121	30

CONTRA COSTA COLLEGE

DENTL (Cont'd.)

Course Number	Maximum Size
130	30
111A	37
111B	30
120A	37
120B	30
120C	30
122A-B	30
123A-B	30
124A-B	30

DRAMA

Course Number	Maximum Size
103	30
104	40
105	40
106	30
107	30
108	30
110	40
111	40
115	40
120-1	40
121	30
150	40
220	30
221	30
298	N/A

E CHD

Course Number	Maximum Size
110	40
111	40
112	40
113	40
114	40
118	40
120	40
121	40
123	40
124	40
130	40
131	40
132	40
140	40
141	40
142	40
143	40
150	40
151	40
152	40
153	40
220	40
223	40
224	40

ECON

Course Number	Maximum Size
111	40
112	40
125	40
130	40

ECON (Cont'd)

Course Number	Maximum Size
220	40
221	40

EDUC

Course Number	Maximum Size
109	A/T
110	40

ELTRN

Course Number	Maximum Size
110	40
111	40
121	30
122	30
126	30
127	30
160	40
221	30
222	30
245	40
246	40
250	30
251	30
252	30
253	30
255	40

ENGIN

Course Number	Maximum Size
112	40
114A	32
114B	32
130	32
140	32
230	40
231	32
232	32
240	32
250	40
251	32

ENGL

Course Number	Maximum Size
1A	30
1B	30
100	A/T
101	30
103	A/T
104	35
105	35
106	35
107	35
108	35
109	35
110	35
140	30
141	30
142	30
143	30
144	30
145	30

ENGL (Cont'd)

Course Number	Maximum Size
146A	35
146B	35
146C	35
146D	35
147A	35
147B	35
147C	35
147D	35
148A	35
148B	35
148C	35
148D	35
149A	30
149B	30
149C	30
149D	30
210A	40
210B	40
220A	40
220B	40
230A-B	40
250	40
260	40
270	40
292	40
293A	30
293B	30
293C	30
293D	30

ENVIR

Course Number	Maximum Size
105	40
110	40

ETRIC

Course Number	Maximum Size
130	40
131	40
154	30
230	30
231	30
232	30
250	30
251	30
252	30
253	30
254	30
260	40
261	40
262	40
263	40
266	40
267	40

FRNCH

Course Number	Maximum Size
120	35
120A	35
120A-B	35
121	35
121A	35

FRNCH (Cont'd)

Course Number	Maximum Size
121A-B	35
220	35
220A-B	35
221	35

FRNLG

Course Number	Maximum Size
120	35
121	35

GEOG

Course Number	Maximum Size
120	40
130	40
150	40
160	40

GEOL

Course Number	Maximum Size
110	40
120	40

GRAPH

Course Number	Maximum Size
120	38
121	38

H ED

Course Number	Maximum Size
120	40
131	25
132	25
133	40
140	40

H SC

Course Number	Maximum Size
100	40
102	40
104	40
106	40
110	40
115	40
299	N/A

HIST

Course Number	Maximum Size
110	40
111	40
120	40
121	40
122	40
123	40
124	40
126	40
140	40
141	40
150	40
151	40
155	40
160	40

HIST (Cont'd)

Course Number	Maximum Size
161	40
170	40

HOMEC

Course Number	Maximum Size
110	40
120	40
121	40
124	40
125	40
126	38
127	38
128	38
130	38
131	38
147	40
150	40
162	38
165	38
170	38
171	38
176	38
177	38
180	40
181	40
190	38
230	38
231	38
240	38

HUMAN

Course Number	Maximum Size
110	40
111	40
113	40
120	40
121	40
125	40
130	40
131	40
132	40
150	40

INSTR

Course Number	Maximum Size
160	40
161	40
162	40

INTDS

Course Number	Maximum Size
140	40
141	40
142	40
143	40
144	40
145	40
146	40
147	40

CONTRA COSTA COLLEGE

Course Number	Maximum Size
ITAL	
120A-B	35
121A-B	35
JAPAN	
120A-B	35
121A-B	35
JRNAL	
130	40
140	35
142	35
143	35
150	40
160	40
231	35
232	35
242	35
243	35
LIBST	
110	Cont
120	40
MACH	
150	15
151	15
152	15
153	15
160	15
161	15
162	15
163	15
250	15
251	15
252	15
253	15
260	15
261	15
262	15
263	15
MANGT	
120	40
121	40
122	40
123	40
125	40
126	40
129	40
130	40
162	40
194	40
212	40
220	40
221	40
222	40

Course Number	Maximum Size
MANGT (Cont'd.)	
224	40
225	40
226	40
227	40
228	40
229	40
230	40
235	40
236	40
260	40
262	40
MATH	
101	40
103	A/T
104	40
118	40
119	40
120	40
150	40
151	40
164	40
170	40
171	40
180	40
190	40
191	40
200	40
290	40
292	40
METAL	
115	22
117	22
119	40
MUSIC	
103	A/T
108	40
110	40
113A	40
113B	40
119A	35
119B	35
116	40
117	40
120	35
121	35
124	35
125	35
126	35
134	22
135	22
136	22
140	22
142	22
144	22
147	22
148	22

Course Number	Maximum Size
MUSIC (Cont'd)	
150	20
151	20
152	20
158	30
159	30
160	40
164	22
170	40
171	40
180	40
191	35
192	35
220	35
221	35
224	35
225	35
250	20
251	20
258	30
259	30
270	40
NONDS	
150	40
151	26
152	26
153	26
154	26
160	26
252	26
253	26
270	26
271	26
298	N/A
NURS	
100	66/11
110	60/10
111	60/10
250	60/10
251	60/10
PARMD	
120	40
121	40
150	40
151	40
210	40
211	40
212	40
213	40
214	40
PE	
103	60
104	60
107	36
108	36

Course Number	Maximum Size
PE (Cont'd)	
109	40
112	40
113	40
114	40
115	40
117	40
119	40
120	40
121	40
122	40
123	40
124	40
125	30
126	25
127	30
128	30
129	30
130	40
131	40
132	40
133	40
134	40
137	40
139	40
142	40
143	40
144	40
150	40
151	40
152	50
156	40
157	40
158	40
174	40
191	40
192	40
193	40
194	40
195	40
196	40
197	40
205	40
210	40
211	40
212	40
213	40
220	40
259	40
263	30
298	N/A
PE IC	
160	40/FTE
161	40/FTE
162	40/FTE
163	40/FTE
164	40/FTE
165	40/FTE
166	40/FTE
167	40/FTE

Course Number	Maximum Size
PE IC (Cont'd.)	
168	40/FTE
169	40/FTE
172	40/FTE
173	40/FTE
203	40/FTE
204	40/FTE
PHILO	
110	40
130	40
220	40
PHYS	
110	40
111	26
120	26
121	26
130	26
150	26
151	26
230	26
231	26
POLSC	
125	40
150	40
160	40
225	40
250	40
298	N/A
PSYCH	
102	40
103	CONT
104	30
105	CONT
106	CONT
110	30
116	30
118	30
119	30
120	40
125	40
126	40
129	40
130	40
135	40
140	40
141	40
145	40
150	40
180A	30
180B	30
180C	30
180D	30
180E	30
220	40

CONTRA COSTA COLLEGE

Course Number	Maximum Size
PUBSR	
130	40
135	40
R E	
160	40
162	40
163	40
164	40
165	40
166A-B	40
167	40
168	40
169	40
170	40
171	40
REFRG	
130	32
131	32
SCIENC	
100	40
SOCIO	
150	40
220	40
225	40
SOCSC	
101	35
130	40
131	40
132	40
133	40
140	40
150	40
296	40
SPAN	
120A	35
120A-B	35
121A	35
121A-B	35
220A-B	35
221A-B	35
SPCH	
110	35
120	35
121	35
128	35
130	35
135	35

Course Number	Maximum Size
VONUR	
130A-B	66/11
131	60/10
132	60/10
WELD	
110	28
114	35
120	28
121	28
122	28
123	28
124	28
128	28
161	28
162	28
166	28
170	28
171	28
172	28
173	28
180	28
181	28
182	28
183	28
184	28
185	28
190	28
191	28
192	28
193	28
221	28
223	28

MAXIMUM CLASS SIZE

DIABLO VALLEY COLLEGE

The maximum class size is the number of students allowed to be enrolled on the opening roster.

Course Number	Maximum Size
ADJUS	
120	42D
	45E
121	42D
	45E
122	42D
	45E
124	42D
	45E
130	42D
	45E
140	42D
	45E
203	30
204	30
208	42D
	45E
221	42D
	45E
222	42D
	45E
230	42D
	45E
260	42D
	45E
270	30
280	42D
	45E
284	42D
	45E
286	42D
	45E
288	42D
	45E
AIRCO	
130	35
131	35
132	35
133	35
150	35
ANTHR	
110	42D
	45E
115	42D
	45E
125	42D
	45E
130	42D
	45E
140	42D
	45E
150	42D
	45E
ANTHR (Cont'd.)	
155	42D
	45E
APDES	
100	30
101	30
112	30
113	30
114	50
115	24
116	24
123	25
124	25
130	50
131	30
140	35
215	48
216	24
222	30
230	30
245	24
246	24
ARCHI	
100	30
101	30
120	30
121	30
130	30
131	30
132	30
160	60
220	30
221	30
222	30
223	30
ART	
100	36
101	36
102	36
103	36
104	45
105	25
111	30
121	30
122	30
126	30
127	30
130	30
140	30
141	30
144	30
ART (Cont'd.)	
145	30
150	25
152	25
153	25
154	25
160	25
161	25
162	25
163	25
164	25
170	30
171	30
172	30
173	30
194	45
195	45
196	45
197	45
198	45
199	45
200	36
201	45
220	30
230	30
231	30
232	30
250	
ASTRO	
110	42D
	45E
120	42D
	45E
130	35
200	35
BIOSC	
101	42D
	45E
102	25
103	28
104	28
105	28
115	28
116	45
119	24
120	28
130	24
131	28
139	24
140	28
146	24
BIOSC (Cont'd.)	
150	45
201	45
205	28
210	30
220	28
226	28
230	28
BUS	
100	50
101	50
103	40
109	50
110	35
111	30
112	30
120	30
126	30
128	35
130	35
131	30
132	35
133	35
140	40
148	45
149	45
150	45
158	45
170	45
171	42D
	45E
172	42D
	45E
173	42D
	45E
174	42D
	45E
181	45
186	45
187	45
190	35
191	45
192	35
193	50
197	32
211	32
212	30
213	40
214	40
231	40
232	35
233	40
240	42
247	40
248	35
250	40
BUS (Cont'd.)	
255	45
256	45
260	35
261	40
282	45
283	45
284	45
285	40
289	50
290	40
291	35
292	40
292L	40
293	45
293L	45
294	45
295	45
296	T.V.
CARDV	
110	40
120	40
130	40
140	40
150	40
155	80
CARP	
152	30
250	30
CHEM	
108	28
109	28
116	35
120	28
121	26
224	18
225	18
226	18
227	18
CHIN	
120	35
121	35
220	35
221	35
COLQY	
120	35
121	35

D = Day; E = Evening

DIABLO VALLEY COLLEGE

Course Number	Maximum Size
COMSC	
100	50
101	35
102	35
103	45
110	35
120	20
130	50
150	50
160	35
170	45
210	35
220	35
230	35
240	35
250	40
260	40
270	45
280	45
CONST	
114	300 35E
116	35
124	35
135	30
136	30
144	30
160	35
170	30
173	30
181	30
182	30
191	30
192	30
243	35
244	35
245	35
246	30
276	35
COOP	
160	200
170	40
COUNS	
100	15
110	20
DENTL	
102	50
108	20
109	28
120	30
122	30
129	30
130	10
131	30

Course Number	Maximum Size
DENTL (Cont'd.)	
132	30
133	15
220	15
222	30
230	10
240	15
242	30
250	30
251	30
DENNY	
120	56
121	20
120	20
130	20
123	20
124	20
125	20
219	20
220	20
221	20
222	20
223	20
224	20
225	20
226	20
230	20
231	20
DENTE	
120	20
122	20
123	20
124	20
133	20
135	20
235	20
236	20
237	20
238	20
240	20
241	20
250	20
DRAMA	
110	30
111	30
112	30
113	30
115	30
122	30
123	30
124	30
126	30
130	30
136	30
138	60
140	30

Course Number	Maximum Size
DRAMA (Cont'd.)	
150	30
180	30
181	30
ECON	
105	42D 45E
110	42D 45E
130	42D 45E
200	42D 45E
201	42D 45E
220	42D 45E
221	42D 45E
ELECT	
130	45
131	45
140	30
150	30
151	30
152	30
153	30
154	25
250	30
251	30
252	30
253	30
254	25
260	35
261	35
262	30
266	30
267	30
270	30
280	25
281	25
ELTRN	
100	30
101	30
102	30
112	40
113	40
114	35
116	30
128	30
129	30
131	30
132	30
140	30
141	30
150	30

Course Number	Maximum Size
ELTRN (Cont'd.)	
200	30
201	30
202	30
235	30
236	30
237	30
239	30
240	30
241	30
242	30
243	30
244	30
245	30
246	30
248	30
254	30
270	30
ENGIN	
114	30
115	25
119	30
120	30
121	30
122	30
123	30
132	40
135	30
140	30
141	30
150	30
210	30
222	30
223	30
230	30
237	30
238	30
240	25
255	30
ENGL	
105	40
110	30
114	30
115	Unltd.
116	25D 30E
117	30
118	25D 30E
119	30
122	30
123	30
124	30
125	30
126	30
130	30
144	25D 30E

Course Number	Maximum Size
ENGL (Cont'd.)	
145	25D 30E
150	45
151	45
152	45
154	45
155	45
160	45
165	45
166	45
167	45
170	45
172	45
175	45
177	45
180	45
185	45
190	45
222	25
223	25
224	25
225	25
252	45
253	45
262	45
263	45
272	45
273	45
280 (Comp.)	30
280 (Lit.)	45
284	45
FAMLI	
100	42
124	42D 45E
125	45
127	45
130	42D 45E
134	42
135	42
137	42
150	30
201	25
237	42D 45E
241	42D 45E
242	30
244	42D 45E
250	42D 45E
251	42D 45E
260	42D 45E

D = Day; E = Evening

DIABLO VALLEY COLLEGE

Course Number	Maximum Size
FAMLI (Cont'd.)	
261	42D 45E
263A	50
263B	50
264A	50
264B	50
265A	50
265B	50
266	42
267	42
268	42
269	42
270	42
FIELD	
234	300
FILM	
180	60
280	100
281	100
290	30
291	30
292	30
293	30
FRNCH	
120	35
121	35
145	35
146	35
147	35
155	35
156	35
157	35
165	35
220	35
221	35
230	35
231	35
GEOG	
120	42D 45E
130	42D 45E
155	42D 45E
GEOL	
120	35
121	35
122	25
123	25
125	42
130	30
140	33

Course Number	Maximum Size
GRMAN	
120	35
121	35
145	35
146	35
147	35
220	35
221	35
230	30
231	30
H SCI	
124	42D 45E
126	42D 45E
127	42D 45E
130	42D 45E
140	42D 45E
150	42D 45E
170	42D 45E
248	42D 45E
HIST	
110	42D 45E
111	42D 45E
120	42D 45E
121	42D 45E
124	42D 45E
125	42D 45E
126	42D 45E
127	42D 45E
128	42D 45E
135	42D 45E
136	42D 45E
140	42D 45E

Course Number	Maximum Size
HIST (Cont'd.)	
141	42D 45E
150	42E 45E
151	42D 45E
155	42D 45E
224	42D 45E
240	42D 45E
HRM	
100	35
120	25
127	30
150	60
153	40
154	35
175	45
181	60
182	60
185	100
190	60
192	60
193	60
194	60
210	30
211	30
214	30
220	24
221	60
225	60
227	30
257	45
258	50
260	60
170	Open
HUMAN	
101	42D 45E
105	42D 45E
110	42D 45E
111	42D 45E
112	42D 45E
120	42D;45E
123	42D;45E
130	42D;45E
131	42D;45E
132	42D;45E
140	42D;45E
280	42D;45E

Course Number	Maximum Size
INSTR	
238	30
INSUR	
166	42D 45E
167	42D 45E
ITAL	
120	35
121	35
220	35
221	35
JAPAN	
145	35
146	35
147	35
245	30
JRNAL	
110	30
120	30
121	30
126	30
150	30
151	30
156	30
LATIN	
120	35
121	35
L M	
100	25
101	25
104	25
106	25
107	35
108	25
LS	
120	300
MATEC	
120	28
121	24D 25E
150	30
220	24D 25E

Course Number	Maximum Size
MATEC (Cont'd.)	
221	24D 25E
222	24D 25E
223	30
224	30
225	30
MANGT	
120	40
121	40
122	40
123	40
126	40
128	40
129	30
130	40
194	40
212	30
220	40
221	40
222	40
225	40
226	25
227	25
228	25
230	40
235	35
260	40
262	40
MATH	
100	42D 45E
102	42D 45E
103	42D 45E
104	42D 45E
105	42D 45E
111	42D 45E
112	42D 45E
114	42D 45E
115	42D 45E
120	42D 45E
121	42D 45E
125	42D 45E
127	35
142	35
192	35

D = Day; E = Evening

DIABLO VALLEY COLLEGE

Course Number	Maximum Size
MATH (Cont'd.)	
193	35
194	35
292	35
294	35
MUSIC	
101	60
102	45
110	50
111	50
112	50
113	50
115	40
120	35
122	35
123	30
124	25
125	25
126	40
127	35
134	40
135	25
136	25
138	40
140	70
142	30
144	25
146	30
150	22
151	22
152	22
154	15
155	15
156	20
157	20
158	25
159	25
160	25
161	25
162	100
166	20
168	20
170	25
171	25
176	25
180	80
190	60
215	22
220	25
221	25
222	25
223	25
240	70
250	20
251	20
252	20
255	20
260	20
261	20
290	70

Course Number	Maximum Size
NUTRI	
115	50
150	50
160	50
OCEAN	
109	42D 45E
110	30
111	30
HORT	
109	60
110	30
123	60
124	60
125	30
130	30
131	30
134	30
141	30
143	30
145	30
150	30
160	30
161	30
164	30
170	30
171	30
172	30
173	30
176	30
177	30
179	30
PHIL	
120	42D 45E
121	42D 45E
122	42D 45E
130	42D 45E
131	42D 45E
220	42D 45E
221	42D 45E
224	42D 45E
225	42D 45E
PE	
100	40
102	25

Course Number	Maximum Size
PE (Cont'd.)	
104	45
106	30
108	35
110	35
120	45
122	45
124	45
130	35
132	35
134	45
136	45
142	45
146	40
150	28
152	35
158	60
160	45
162	25
164	30
168	25
172	45
174	45
176	35
178	35
180	25
182	25
184	45
186	45
188	45
190	45
192	45
198	45
200	Unltd.
202	Unltd.
203	Unltd.
204	Unltd.
205	Unltd.
206	Unltd.
208	Unltd.
210	Unltd.
211	Unltd.
212	Unltd.
215	Unltd.
216	Unltd.
217	Unltd.
218	Unltd.
219	Unltd.
220	Unltd.
221	Unltd.
223	Unltd.
224	Unltd.

Course Number	Maximum Size
PE (Cont'd.)	
226	Unltd.
250	Unltd.
258	Unltd.
290	Unltd.
PHYSC	
108	42D 45E
110	42D 45E
150	42D 45E
PHYS	
110	42D 45E
111	30
120	25
121	25
130	25
230	25
231	25
POLSC	
120	42D 45E
121	42D 45E
150	42D 45E
155	42D 45E
250	42D 45E
PORT	
120	35
121	35
PSYCH	
122	42D 45E
130	42D 45E
140	42D 45E
141	42D 45E
150	42D 45E
155	42D 45E
180	42D 45E
190	42D 45E

Course Number	Maximum Size
PSYCH (Cont'd.)	
210	42D 45E
220	42D 45E
240	42D 45E
R E	
100	50
150	50
160	60
161	60
162	50
163	50
164	60
165	50
166	60
167	60
200	50
201	75
261	50
262	50
264	50
REFRG	
130	30
131	30
132	30
133	35
150	30
RUSS	
120	35
121	35
220	35
221	35
230	35
SOCSC	
110	42D 45E
111	42D 45E
120	42D 45E
123	42D 45E
130	42D 45E
131	42D 45E
132	42D 45E
133	42D 45E
155	42D 45E

D = Day; E = Evening

DIABLO VALLEY COLLEGE

Course Number	Maximum Size
SOCSC (Cont'd.)	
200	42D 45E
220	42D 45E
225	42D 45E
250	42D 45E
251	42D 45E
260	42D 45E
261	42D 45E
SOCIO	
120	42D;45E
121	42D;45E
125	42D;45E
126	42D;45E
131	42D;45E
135	42D;45E
140	42D;45E
150	42D;45E
152	42D;45E
155	42D;45E
SPAN	
120	35
121	35
145	35
146	35
147	35
155	35
156	35
157	35
220	35
221	35
230	35
231	35
SPCH	
120	28D 30E
121	28D 30E
123	28D 30E
124	28D 30E
128	28D 30E
130	28D 30E
140	28D 30E
150	28D 30E

Course Number	Maximum Size
SPCH (Cont'd.)	
152	28
160	20
TV	
120	36w/aide 27w/o aide
121	36w/aide 27w/o aide
122	36w/aide 27w/o aide
124	36w/aide 27w/o aide
WELD	
115	24
116	24
150	24
170	24
171	24
172	24
173	24

D = Day; E = Evening

APPENDIX E
(Continued)

MAXIMUM CLASS SIZE

LOS MEDANOS COLLEGE

The maximum class size is the number of students allowed to be enrolled on the opening roster.

Course Number	Maximum Size
ADJUS	
1	45
5	40
6	40
10	30
15	40
20	40
25	40
26	40
27	30
30	25
35	40
40	40
41	40
45	40
50	35
51	35
55	25
60	25
61	25
65	40
70	40
75	40
77	40
80	40
97	40
99	100
AHLTH	
5	49
7	40
9	40
10	40
11	30
14	16
15	24
27	21
28	35
30	30
41	28
45	45
46	45
47	45
52	50
53	50
54	14
60	40
61	40
62	35
63	40
64	40
65	40
66	45
99	40
APPLI	
15	45
16	45
20	45
25	49
26	45
30	45
35	45
36	45
40	45
41	45
45	45
46	45
61	45
62	45
63	45
99	40
ART	
5LS	40
10	40
20	25
25	15
30	40
40	25
42	40
45	15
50	40
60	25
65	15
70	63
97	45
98	10
99	40
BANK	
5	55
BEHSC	
2	40
3LS	45
4	40
5LS	45
6LS	45
7	20
10LS	50
11LS	45
12	20
13	20
14	45
15LS	45
16LS	45
20	20
30	20
31	20
BEHSC	
33	50
34	35
35	40
97	20
98	10
99	40
BIOSC	
3LS	40
5LS	45
10LS	42
20LS	35
21	35
25LS	40
26	30
28	30
29	30
30	45
35	36
36	35
45	35
50	35
55	45
70	35
99	40
BUS	
10	56
14	50
15	50
16	40
20S	50
24	50
26	50
27	60
28	40
30	55
31	40
34	50
38	40
39	35
40	60
41	45
42	40
43	40
50	48
55	40
60	45
61	40
65	40
66	40
70	100
97	40
98	10
99	70
CHDEV	
10	45
11	40
12	40
15	40
20	40
25	40
30	40
35	40
40	40
45	40
50	40
55	40
60	40
70	30
75	45
80	35
81	100
85	30
86	40
90	30
95	45
97	30
99	48
COSME	
10	61
20	30
30	80
40	80
50	80
60	85
70	80
97	85
DRAFT	
5	45
10	25
15	25
20	25
35	45
36	33
40	38
99	38
DRAMA	
15	45
20	45
21	45
40	45
41	45
42	45
60	75
61	70
62	70
70	45
FIRE	
5	50
10	40
11	40
21	40
45	40
46	40
87	40
88	40
89	40
90	40
91	40
92	40
93	40
99	100
HUMSRV	
5	30
10	30
15	30
20	30
31	30
45	20
55	30
60	30
98	10
99	40
HUMST	
2LS	45
3LS	45
5LS	40
10LS	40
20	42
33S	40
40LS	42
41LS	42
42S	42
97	42
JOURN	
5LS	36
10	36
20	36
25	36
99	40
LANGA	
3LS	40
8	36
9	36
10S	32
11	36
12	36

LOS MEDANOS COLLEGE

Course Number	Maximum Size
LANGA (Cont'd.)	
13	36
14	50
18	36
19	36
20S	47
22	36
30LS	36
31	36
32	36
34	36
35LS	38
37	36
38	36
39	36
40S	36
50S	45
51S	36
52	36
53	36
54	36
55	36
56	36
57	36
58	36
59	36
72	36
76	36
77	36
78	36
79	36
88	36
90	36
95	100
97	20
98	10
99	50
MANGT	
5	60
15	60
20	50
25	40
40	50
97	40
98	10
99	40
MATH	
3	36
10	36
15	36
17	36
20	36
26	36
30S	36
34S	36
36S	36
40S	36
50S	36
55	36

Course Number	Maximum Size
MATH (Cont'd.)	
60	36
70	36
80	36
97	33
98	36
99	36
MUSIC	
5	30
10LS	45
12	200
13	35
14	35
15	35
16	50
18	30
20	35
21	35
22	40
25	30
26	25
30	27
31	27
32	27
35	40
40	100
45	50
50	100
55	30
56	30
60	50
61	70
62	70
65	35
70	30
71	30
72	35
73	30
75	30
80	40
82	40
84	30
85	40
86	60
87	50
88	40
89	30
93	25
97	50
98	50
99	40
VONUR	
5	30
10	15
15	30
20	30
25	15
30	30

Course Number	Number Size
VONUR (Cont'd.)	
35	15
40	30
99	30
RNUR	
45	30
50	24
55	12
66	12
70	12
75	12
80	36
85	36
90	24
91	36
95	50
99	40
CENUR	
100	30
102	30
103	30
104	30
105	30
107	30
113	14
114	14
115	30
116	40
117	30
118	30
120	30
121	20
122	25
123	25
125	30
126	30
127	25
129	30
130	45
131	40
134	30
135	30
139	30
140	30
141	45
142	45
147	45
151	30
152	50
153	50
154	14
155	28
162	24
PE	
1	30
3	30
4	50

Course Number	Number Size
PE (Cont'd.)	
5	40
6-7	47
8-9	45
14	60
15	60
16-17	40
18	30
19	50
20-21	45
22	48
24	40
25	40
27	40
30	32
31	32
32	32
42	30
46	40
48	25
60	40
62	40
65	40
66	100
75	30
77	80
79	25
81	30
83	40
85	30
87	20
89	25
90	30
92	20
94	20
96	25
97	40
98	10
99	40
PHYSC	
3LS	40
5LS	45
15LS	38
20LS	33
21S	33
25LS	33
26	33
27	33
28	33
29	33
35LS	24
36	24
40-41	30
42	15
45LS	45
50	20

Course Number	Number Size
PHYSC (Cont'd.)	
51	45
52	35
60	30
PHYSC	
61	30
97	45
99	40
PSDEV	
102	20
103	20
104	20
106	20
108	20
110	20
112	20
197	20
REAL	
5	75
10	90
15	50
20	40
25	50
30	50
35	50
40	40
45	45
50	45
98	10
99	40
RECED	
20	45
25	45
30	40
35	40
40	45
55	40
99	40
SMENG	
3	40
4	40
10	35
11	35
15	35
16	35
20	35
21	35
25	35
26	35
30	20
98	10
99	40

LOS MEDANOS COLLEGE

Course Number	Maximum Size
SOCSC	
3LS	40
5LS	42
10LS	42
11	42
20	42
21LS	42
31S	50
32LS	50
40S	42
97	60
99	40
WELD	
1	28
5	25
10	85
11	12
15	24
16	10
21	12
25	28
31	7
40	48
41	12
50	26
70	58
80	75
98	10
99	80

APPENDIX F

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
HEALTH AND DENTAL PLAN COSTS
FOR ALL ACTIVE FULL-TIME EMPLOYEES

		Premium	District Pays	Employee Pays
Blue Cross $500 Deductible	Single	$132.64	$ 85.96	$ 46.68
	2 Party	265.29	176.11	89.18
	Family	333.09	226.29	106.80
Blue Cross Prudent Buyer	Single	72.37	72.37	-0-
	2 Party	144.76	144.76	-0-
	Family	181.75	181.75	-0-
Bay Pacific	Single	87.10	87.10	-0-
	2 Party	174.15	174.15	-0-
	Family	223.60	223.60	-0-
HEALS	Single	87.79	87.79	-0-
	2 Party	179.97	179.97	-0-
	Family	224.88	224.88	-0-
Health Plan of America	Single	83.93	83.93	-0-
	2 Party	177.12	177.12	-0-
	Family	231.11	231.11	-0-
IPM	Single	86.81	86.81	-0-
	2 Party	173.61	173.61	-0-
	Family	223.09	223.09	-0-
Kaiser	Single	77.71	77.71	-0-
	2 Party	155.42	155.42	-0-
	Family	221.00	221.00	-0-
Lifeguard	Single	84.15	84.15	-0-
	2 Party	175.70	175.70	-0-
	Family	228.75	228.75	-0-
Contra Costa Health Plan (Classified Only)	Single	70.16	70.16	-0-
	2 Party	140.32	140.32	-0-
	Family	205.63	205.63	-0-
Delta Dental (formerly CDS)	Single	20.98	20.98	-0-
	2 Party	38.91	38.91	-0-
	Family	58.94	58.94	-0-

10/13/86

APPENDIX F

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

UNITED FACULTY RETIREES WITH RETIREMENT DATES BEFORE JULY 1, 1984

COVERAGE	CARRIERS PREMIUM IF YOU REMAIN IN OR SWITCH TO THIS PLAN FROM ANOTHER DISTRICT PLAN	DISTRICT PAYS (IF ELIGIBLE)	RETIREE PAYS	AB528 PREMIUM UNITED FACULTY RETIREE ONLY (IF YOU ARE NOT NOW IN A DISTRICT PLAN)
KAISER				
Single	$ 77.71	$ 77.71	$ 0	$194.28
W/Medicare	46.01	46.01	0	46.01
2 Party	155.42	147.65	7.77	388.55
Both Medicare	92.02	87.42	4.60	92.02
One Medicare	123.72	117.53	6.19	309.30
Family	221.00	209.95	11.05	552.50
Both Medicare	157.60	149.72	7.88	N/A
One Medicare	189.30	179.84	9.46	N/A
HEALS				
Single	$ 87.79	$ 87.79	$ 0	$225.73
W/Medicare	69.48	69.48	0	69.48
2 Party	179.97	170.97	9.00	416.70
Both Medicare	138.96	132.01	6.95	138.96
One Medicare	161.66	153.58	8.08	161.66
Family	224.88	213.64	11.24	588.25
Both Medicare	206.57	196.24	10.33	226.75
One Medicare	226.75	215.41	11.34	206.57
LIFEGUARD (United Faculty Retirees ONLY May Switch Into This Plan)				
Single	$ 84.15	$ 84.15	$ 0	$293.00
2 Party	175.70	166.92	8.78	596.10
Family	228.75	217.30	11.45	596.10
IPM				
Single	$ 86.81	$ 86.81	$ 0	$ 86.81
W/Medicare	71.31	71.31	0	71.31
2 Party	173.61	164.93	8.68	173.61
Both Medicare	142.61	135.48	7.13	142.61
One Medicare	158.11	150.20	7.91	158.11
Family	223.09	211.94	11.15	223.09
Both Medicare	192.09	182.49	9.60	192.09
One Medicare	207.59	197.21	10.38	207.59

APPENDIX F

United Faculty Reitrees with Retirement dates before July 1, 1984
(Continued)

COVERAGE	CARRIERS PREMIUM IF YOU REMAIN IN OR SWITCH TO THIS PLAN FROM ANOTHER DISTRICT PLAN	DISTRICT PAYS (IF ELIGIBLE)	RETIREE PAYS	AB528 PREMIUM UNITED FACULTY RETIREE ONLY (IF YOU ARE NOT NOW IN A DISTRICT PLAN)
BAY PACIFIC				
Single	$ 87.10	$ 87.10	$ 0	$261.30
W/Medicare	45.00	45.00	0	45.00
2 Party	174.15	165.44	8.71	522.45
Both Medicare	90.00	85.50	4.50	90.00
One Medicare	132.10	125.50	6.60	132.10
Family	223.60	212.42	11.18	670.80
Both Medicare	223.60	212.42	11.18	223.60
One Medicare	223.60	212.42	11.18	223.60
HEALTH PLAN OF AMERICA				
Single	$ 83.93	$ 83.93	$ 0	$ 83.93
2 Party	177.12	168.26	8.86	177.12
Family	231.11	219.55	11.56	231.11
DELTA DENTAL				
Single	$18.77	$18.77	$ 0	$29.05
2 Party	37.60	35.72	1.88	53.59
Family	45.63	43.35	2.28	64.51

COVERAGE	CARRIERS PREMIUM IF YOU REMAIN IN PLAN OR MOVE OUT OF HMO SERVICE AREA	DISTRICT PAYS (IF ELIGIBLE)	RETIREE PAYS	AB528 PREMIUM OR IF YOU SWITCH TO THIS PLAN FROM ANOTHER DISTRICT PLAN
BLUE CROSS (500)				
Single	$132.64	$ 85.96	$ 46.68	$ 498.45
W/Medicare	97.50	70.77	26.73	166.15
2 Party	265.29	164.11	101.18	996.90
Both Medicare	195.00	132.88	62.12	332.30
One Medicare	230.14	148.94	81.20	664.60
Family	333.09	226.29	106.80	1,083.20
Both Medicare	262.73	216.42	46.31	418.50
One Medicare	297.95	223.56	74.39	750.90
BLUE CROSS PRUDENT BUYER				
Single	$ 72.37	$ 72.37	0	$217.11
W/Medicare	72.37	72.37	0	72.37
2 Party	144.76	144.76	0	434.22
Both Medicare	144.76	144.76	0	144.74
One Medicare	144.76	144.76	0	289.48
Family	181.75	181.75	0	520.52
Both Medicare	181.75	181.75	0	231.04
One Medicare	181.75	181.75	0	375.78

APPENDIX F

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

RETIRED MANAGERS, CLASSIFIED EMPLOYEES AND *UNITED FACULTY MEMBERS
(*UNITED FACULTY MEMBERS WITH RETIREMENT DATES AFTER JUNE 30, 1984 ONLY)

COVERAGE	CARRIERS PREMIUM IF YOU REMAIN IN OR SWITCH TO THIS PLAN FROM ANOTHER DISTRICT PLAN	DISTRICT PAYS (IF ELIGIBLE)	RETIREE PAYS	AB528 PREMIUM UNITED FACULTY RETIREE ONLY (IF YOU ARE NOT NOW IN A DISTRICT PLAN)
KAISER				
Single	$ 77.71	$ 77.71	$ 0	$194.28
W/Medicare	46.01	46.01	0	46.01
2 Party	155.42	116.57	38.85	388.55
Both Medicare	92.02	69.02	23.00	92.02
One Medicare	123.72	92.79	30.93	309.30
Family	221.00	165.75	55.25	552.50
Both Medicare	157.60	118.20	39.40	N/A
One Medicare	189.30	141.98	47.32	N/A
HEALS				
Single	$ 87.79	$ 77.71	$10.08	$225.73
W/Medicare	69.48	46.01	23.47	69.48
2 Party	179.97	116.57	63.40	416.70
Both Medicare	138.96	69.02	69.94	138.96
One Medicare	161.66	92.79	68.87	161.66
Family	224.88	165.75	59.13	588.25
Both Medicare	206.57	118.20	88.37	226.75
One Medicare	226.75	141.98	84.77	206.57
LIFEGUARD (United Faculty Retirees ONLY May Switch Into This Plan)				
Single	$ 84.15	$ 77.71	$ 6.44	$293.00
2 Party	175.70	116.57	59.13	596.10
Family	228.75	165.75	63.00	596.10
IPM				
Single	$ 86.81	$ 77.71	$ 9.10	$ 86.81
W/Medicare	71.31	46.01	25.30	71.31
2 Party	173.61	116.57	57.04	173.61
Both Medicare	142.61	69.02	73.59	142.61
One Medicare	158.11	92.79	65.32	158.11
Family	223.09	165.75	57.34	223.09
Both Medicare	192.09	118.20	73.89	192.09
One Medicare	207.59	141.98	65.61	207.59

APPENDIX F

Retired Managers, Classified Employees and *United Faculty Members
(*United Faculty Members with Retirement Dates after June 30, 1984 Only)
(Continued)

COVERAGE	CARRIERS PREMIUM IF YOU REMAIN IN OR SWITCH TO THIS PLAN FROM ANOTHER DISTRICT PLAN	DISTRICT PAYS (IF ELIGIBLE)	RETIREE PAYS	AB528 PREMIUM UNITED FACULTY RETIREE ONLY (IF YOU ARE NOT NOW IN A DISTRICT PLAN)
BAY PACIFIC				
Single	$ 87.10	$ 77.71	$ 9.39	$261.30
W/Medicare	45.00	45.00	0	45.00
2 Party	174.15	116.57	57.58	522.45
Both Medicare	90.00	69.02	20.98	90.00
One Medicare	132.10	92.79	39.31	132.10
Family	223.60	165.75	57.85	670.80
Both Medicare	223.60	118.20	105.40	223.60
One Medicare	223.60	141.98	81.62	223.60
HEALTH PLAN OF AMERICA				
Single	$ 83.93	$ 72.37	$ 6.22	$ 83.93
2 Party	177.12	116.57	60.55	177.12
Family	231.11	165.75	65.36	231.11
DELTA DENTAL				
Single	$18.77	$18.77	$ 0	$29.05
2 Party	37.60	28.20	9.40	53.59
Family	45.63	34.22	11.41	64.51

COVERAGE	CARRIERS PREMIUM IF YOU REMAIN IN PLAN OR MOVE OUT OF HMO SERVICE AREA	DISTRICT PAYS (IF ELIGIBLE)	RETIREE PAYS	AB528 PREMIUM OR IF YOU SWITCH TO THIS PLAN FROM ANOTHER DISTRICT PLAN
BLUE CROSS (500)				
Single	$132.64	$ 77.71	$ 54.93	$ 498.45
W/Medicare	97.50	46.01	51.49	166.15
2 Party	265.29	116.57	148.72	996.90
Both Medicare	195.00	69.02	125.98	332.30
One Medicare	230.14	92.79	137.35	664.60
Family	333.09	165.75	167.34	1,083.20
Both Medicare	262.73	118.20	144.53	418.50
One Medicare	297.95	141.98	155.97	750.90
BLUE CROSS PRUDENT BUYER				
Single	$ 72.37	$ 72.37	$ 0	$217.11
W/Medicare	72.37	46.01	26.36	72.37
2 Party	144.76	116.57	28.19	434.22
Both Medicare	144.76	69.02	75.74	144.74
One Medicare	144.76	92.79	51.97	289.48
Family	181.75	165.75	16.00	520.52
Both Medicare	181.75	118.20	63.55	231.04
One Medicare	181.75	141.98	39.77	375.78

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AGREEMENT

BETWEEN

HARTNELL COMMUNITY COLLEGE DISTRICT

AND

HARTNELL COLLEGE FACULTY ASSOCIATION/CTA/NEA

FOR

1984-87

SECOND YEAR OF AGREEMENT

RATIFIED BY C.T.A./N.E.A.: June 7, 1985

RATIFIED BY THE BOARD: July 16, 1985

THIRD YEAR OF AGREEMENT

RATIFIED BY C.T.A./N.E.A.: September 2, 1986

RATIFIED BY THE BOARD: September 2, 1986

AGREEMENT BETWEEN HARTNELL COMMUNITY COLLEGE DISTRICT AND
HARTNELL COLLEGE FACULTY ASSOCIATION/CTA/NEA FOR 1984-87

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AGREEMENT BETWEEN HARTNELL COMMUNITY COLLEGE DISTRICT AND HARTNELL COLLEGE FACULTY ASSOCIATION/CTA/NEA FOR 1984-87

ARTICLE 1. SOLE AGREEMENT

A. The Articles, and the provisions thereof, contained hereafter constitute the full, complete and sole agreement (hereinafter referred to as "Agreement") between and for the Board of Trustees of the Hartnell Community College District (hereinafter referred to as "District") and the Hartnell College Faculty Association/CTA/NEA (hereinafter referred to as "Association").

B. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

C. During the term of this Agreement, the District and the Association expressly waive and relinquish the right to meet and negotiate on any matter:

1. whether or not specifically referred to or covered in this Agreement;
2. even though not within the knowledge or contemplation of either party at the time of meeting and negotiating;
3. even though in negotiations the matters were proposed and later withdrawn.
4. except that the Association agrees to meet and discuss, forthwith upon request of the District, the effects of partial, or full, self insurance on Article 6 of this Agreement.
5. except that the District and the Association agree to meet and discuss in a collaborative process, any potential change in the College calendar (see Article 10).

D. Such waiver set forth in Section C above, does not preclude consultation between the parties on matters set forth in Government Code Section 3543.2 as a matter upon which the exclusive representative has the right to consult.

E. During the term of this Agreement, the District agrees not to negotiate with any other employee organization on matters upon which the Association is the exclusive representative and which is in its scope of representation, nor will the District negotiate privately or individually with employees of the bargaining unit or any person not officially designated by the Association as its representative.

F. The Association agrees to negotiate only with the District Governing Board's duly authorized representatives and agrees that neither the Association, its members, nor its agents will attempt to negotiate or consult privately or individually with the District's Governing Board, any individual District Governing Board Member, or any person or persons who have not been formally designated by the District's Governing Board as its duly authorized representatives.

ARTICLE 2. RECOGNITION

The District reaffirms its recognition of the Association as the exclusive representative of those employees in the bargaining unit enumerated in the DESCRIPTION OF UNIT of the NOTICE OF DECISION OF THE PUBLIC EMPLOYMENT RELATIONS BOARD, which NOTICE is attached hereto as Exhibit "A".

ARTICLE 3. ASSOCIATION RIGHTS

A. The District shall set aside adequate bulletin board space for Association bulletins in each building which houses a faculty member and in all faculty lounges and dining areas. All Association bulletins shall be signed and dated by an officer of the Association and shall be removed from the bulletin board no later than ten (10) days after such date of signing. The Association shall have the right to use the District mail distribution services and the faculty mailboxes for Association correspondence on matters within the scope of representation as set forth in Government Code Section 3543.2. All Association correspondence shall be signed and dated by an officer of the Association.

The Association agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from the content, distribution, or posting, of such correspondence or bulletins and that the following disclaimer shall be prominently printed on all correspondence or bulletins unless the President of the Association and the District Superintendent-President have agreed in advance that such disclaimer need not be printed on a particular bulletin or correspondence.

> The District neither agrees nor disagrees with the above. The posting/distribution of this material by the Hartnell College Faculty Association (CTA/NEA) is an exercise of the Association's Government Code Section 3543.1 (b) rights.

B. The District shall provide meeting facilities for the Association, pursuant to the Civic Center Act, provided space is not otherwise in use at any time which does not conflict with regularly scheduled District activities and at any time which does not conflict with, or impair, the performance of the duties of any District employee. Further, the District agrees that there shall be no cost for the use of such facilities unless extra set-up or custodial charges are incurred by the District; in which case the Association shall reimburse the District for such cost immediately upon receipt of billing from the District.

C. Advance request for use of any District facility shall be made in accordance with the established District procedure to the District Superintendent-President, or his/her designee, whenever the Association wishes to schedule use of any District facility.

ARTICLE 3. ASSOCIATION RIGHTS (continued)

D. The President of the Association shall be granted 20% release time during his/her term of office for meeting and negotiating.

In addition, up to three (3) additional faculty members may be designated by the Association at the outset of negotiations to be released as needed from those classes which conflict with scheduled bargaining sessions. Such release time must be scheduled with the Superintendent-President/designee at least two (2) working days in advance unless otherwise agreed to. Should a substitution be necessary, the Association will give as much advance notice as possible.

E. The District shall provide the Association with the names, college location address, and college telephone numbers of certificated employees represented by the Association at intervals not to exceed once per fiscal year upon the Association's written request therefore. Additional newly hired certificated employees represented by the Association names, college location addresses, and college telephone numbers shall be furnished to the Association at the close of each calendar month during the Academic Year.

F. The Association shall furnish, at least once per fiscal year upon District written request and update as appropriate, a list of all officials and duly authorized representatives of the Association. The list shall indicate the names and the titles of such officials and duly authorized representatives. The District is not obligated to recognize Association officials or duly authorized representatives unless his/her name is included on such list.

G. The Association shall have the use of District duplicating services and shall pay a reasonable fee for such use. The fee shall be set by the District Superintendent-President and shall represent the cost to the District of labor, materials, and maintenance of such District duplicating machinery. The Association shall pay the fee immediately upon receipt of billing from the District. District requirements shall at all times have priority over that of the Association.

H. Employees in classifications represented by the Association shall not use any District equipment/machinery for activities not directly related to classroom instruction.

I. The Association, its officials, or employees in classifications represented by the Association, shall not cause any long distance telephone or any other type of telephone charges to be billed to the District.

ARTICLE 4. ORGANIZATIONAL SECURITY

The District and Association agree to negotiate a separate Agreement, totally independent of the terms and provisions of this Agreement, relative to Organizational Security.

HARTNELL COLLEGE

CERTIFICATED EMPLOYEES

SALARY SCHEDULE 1986-87

STEP	COLUMN A Less Than M.A.	COLUMN B M.A. or Equivalent	COLUMN C M.A. + 30 or B.A. + 60 w/M.A.	COLUMN D M.A. + 60 or B.A. + 90 w/M.A.	COLUMN E Doctorate
1	19,894	23,547	25,278	26,238	27,583
2	21,004	24,789	26,133	27,481	28,829
3	22,120	26,033	27,377	28,722	30,067
4	23,234	27,273	28,622	29,965	31,306
5	24,347	28,515	28,863	31,207	32,553
6	25,461	29,760	31,103	32,449	33,796
7	26,572	30,999	32,347	33,689	35,034
8	27,687	32,239	33,589	35,035	36,277
9	28,798	33,483	34,827	36,176	37,519
10	29,911	34,726	36,074	37,417	38,765
11	31,029	35,969	37,313	38,664	40,003
12		37,208	38,553	39,901	41,244
13			39,798	41,141	42,490
14				42,389	43,730

CR:vb

ARTICLE 5. WAGES (continued)

B. Salary Schedule Definitions and Criteria

1. The schedule is defined in terms of semester units. All units completed after the B.A./B.S. degree must be upper division or graduate units in appropriate major or minor fields or Education courses. "Extension" classes will also be accepted if they are accepted by the accredited parent institution as upper division or graduate units. All other courses used for advancement on the salary schedule must have the prior approval of the Superintendent-President.

   All college credits and degrees must be supported and verified by official transcripts from regionally accredited colleges and universities.

2. Columns shall be defined as:

   a) Column A: Faculty not qualified for Columns B, C, D, or E.
   b) Column B: Faculty who hold M.A./M.S. degree or who hold a B.A./B.S. plus T & I Coordinator's Credential, or who hold a T & I Supervisor's Credential.
   c) Column C: Faculty who hold: (1) M.A./M.S. degree plus thirty (30) units, or; (2) B.A./B.S. degree plus sixty (60) units with M.A./M.S., or; (3) B.A./B.S. degree plus T & I Supervisor's Credential plus twenty-two (22) units, or; (4) a T & I Supervisor's Credential, plus thirty (30) units.
   d) Column D: Faculty who hold M.A./M.S. degree plus sixty (60) units or B.A./B.S. plus ninety (90) units with an M.A./M.S.
   e) Column E: Faculty who hold earned doctorate.

3. An incoming faculty member will be placed on the salary schedule according to:

   a) official transcripts from accredited colleges and universities which verify units/credits and
   b) approved prior employment experience.

   The faculty member will be given credit for a maximum of five (5) years of appropriate teaching experience or appropriate trade experience for those who hold vocational credentials. The Governing Board reserves the right to approve the placement of faculty on a higher step upon the recommendation of the Superintendent/President. Concurrence of the Academic Senate will be requested for any salary placement that differs from the established salary schedule. All prior experience used for salary placement shall show inclusive dates of such experience and must be verified by letters from former employers.

ARTICLE 5. WAGES (continued)

B. Salary Schedule Definitions and Criteria (continued)

4. To place an incoming teacher on the salary schedule military service may be credited in lieu of teaching experience on the basis of two (2) years, or major fraction thereof, of military service for one (1) year of teaching experience. Credit for military service may be used as a part of the credit allowed for teaching experience, but not to exceed five (5) years.

5. Instructors in the Registered Nursing Program are required to have at least two (2) years of hospital nursing experience in addition to the experience which is required as a part of their training program before employment by the District. Such work experience must include at least one (1) year's continuous experience in the practice of professional nursing.

6. Annual increments (step increases) shall be dependent upon a satisfactory measure of professional growth.

7. No change in salary classification attained through Summer Session attendance shall be granted unless such notice of intention to change salary classifications has been filed in the Superintendent/President's Office by June 1 of that year. Change in column status on the salary schedule is effected only through the accumulation of credits earned at an approved four (4) year college or university.

8. After reaching the final step in Columns C, D, and E, each instructor may submit to his/her Associate Dean, Dean, Superintendent-President and Governing Board for approval, a four (4) year plan for professional growth. A progress report shall be made by the instructor and evaluated by the other parties at the end of two (2) years. A final report shall be submitted for evaluation at the end of four (4) years. Satisfactory completion of the cycle entitles the instructor to a special increment of four hundred dollars ($400).

C. Miscellaneous Salaries, Regular/Contract Faculty

1. Regular or contract faculty are to be paid only for those days beyond the instructional year calendar they are required to work. Payments shall be made at the rate of one/over the number of instructional days times the employee's annual salary for each day worked.

   Counselors' work years shall be the same as for other faculty under Article 10(A), which specifically supersedes a District past practice. Additionally, by notice given by May 15, any counselor may be assigned up to 10 days work at the District's discretion, for counseling services connected with August registration. The rate of pay for such additional assignment shall be as per Article 5,C.2.b.

2. Summer Session, Evening Division, and temporary part-time hourly rates.

   a. Hartnell College full-time instructors -- 1/1150 of annual teaching contract based upon annual salary paid. Minimum of $24.49 per hour.

ARTICLE 5. WAGES (continued)

C. Miscellaneous Salaries, Regular/Contract Faculty (continued)

b. Counselors and librarians shall be paid for extra hourly counseling and library duties (other than those specified in the annual contract) at the rate of 1/1400 of their annual salary for each hour worked. Minimum: See (a) above.

c. Cooperative Work Experience Education supervisors shall be at the rate of fifty-eight ($58.00) per student supervised per semester.

d. Supervision of students in performance related activities such as Athletics, Drama, Journalism, and Music shall be paid at the prevailing rate for hourly not-in-contract teaching. However, there shall be no payment made for performances, or any other activities, for which A.D.A. is not generated.

e. Coordination of special programs as agreed to shall be paid at 1/1400 of the employee's annual salary for each hour worked. The number of hours shall be determined in advance by the Superintendent/President or designee.

3. Notwithstanding any other provisions of this contract, faculty members (both full-time and part-time) may be employed in a special projects contract providing for compensation as mutually agreed to between the appropriate Dean and the faculty member.

D. Salaries for Part-Time Faculty

1. Part-time hourly faculty shall be paid:

$25.83/hr. - Lecture
$20.91/hr. - Laboratory
$20.91/hr. - Counseling/Library

ARTICLE 6. HEALTH AND WELFARE BENEFITS

A. General

All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims.

B. Medical/Dental (Effective October 1, 1985)

The District shall continue to pay $285.00, for the duration of this Agreement only, i.e.: the dollar amount of contribution paid on the effective date of this Agreement to provide full-time or contract eligible employees, and eligible employees, and eligible dependents of full-time or contract eligible employees included in this unit, the following coverage:

1. Blue Cross: 365 plus, Group Plan #7446
2. California Dental Service: Group Plan #0660-0001
3. Vision Service Plan: Group Plan # 903137A
   Plan B ($10.00 Deductible) Composite Rate

C. Other Coverages

The District shall continue to pay, for the duration of this Agreement only, the dollar amount of contribution paid on the effective date of this Agreement to provide full-time or contract eligible employees included in this unit, the following coverage:

1. Decreasing Term Life Insurance with Accidental Death Provisions
   Crown Life Insurance Company: Policy #30[illegible]51
2. Long-Term Disability
   Standard Insurance Company: Policy #425797-01
3. Travel/Accident Insurance
   Continental Casualty Insurance Company: Policy #SR68036541

D. Leave of Absence Without Pay

A full-time faculty member, included in this unit, on a Board approved leave of absence without pay, shall continue to receive each of the benefits set forth in sections B and C hereinabove, provided such full-time faculty member pays the full cost of appropriate premiums at the beginning of such unpaid leave.

ARTICLE 6. HEALTH AND WELFARE BENEFITS (continued)

E. Retired Employees

Medical/Dental Benefits - Retired Employees - During the term of this Agreement only, for the employee(s) in this unit who retire subsequent to the initial date of this Agreement, the District will provide medical and dental coverage to the extent provided for bargaining unit members, if the retiree meets the following conditions:

1. Retiree must have a minimum of ten (10) years full-time service with this District.
2. Retiree will receive one (1) year's benefits for each two (2) years with the District not to exceed seven (7) years' benefits.
3. Employee must be minimum age fifty-eight (58) at retirement.
4. If retiree is under age fifty-eight (58) and has the minimum fourteen (14) years service, the retiree must pay full premiums from date of retirement until age fifty-eight (58). From age fifty-eight (58) to sixty-five (65), coverage will be provided to the same extent as is provided to bargaining unit members, provided the retiree continues to pay his/hers portion of the premium. After the age of 65 years, the retiree may continue in the District sponsored group medical/dental/vision program with the prepaid costs borne by the retiree.
5. All retirees must advise the District within thirty (30) days of their retirement of their desire to exercise this benefit. The Superintendent-President or designee may at his/her sole discretion, provide for extension of the thirty (30) days period. Failure to so notify and pay premiums monthly in advance to the District will result in a loss of said benefit.
6. Salary Retirement Options: Whenever the District agrees to a retirement incentive for a specific faculty member, any other full-time faculty member who retires subsequent to that agreement and prior to the end of the academic year (i.e., the last day of the school calendar) will also be eligible for that retirement benefit if the faculty member meets both of the following criteria:

   a. Is between the ages of 60 and 70;

   b. Has rendered a minimum of 10 consecutive years of full time service to the District (for purpose of defining "consecutive," leaves of absence and sabbaticals shall not consitute break in service).

F. Expiration Upon Termination or Resignation

The benefits provided in this Article for full-time or contract faculty shall remain in effect, without interim interruption, during the term of this Agreement only, provided however that in no case shall coverage at cost to the District continue beyond the employee's date of termination or resignation.

ARTICLE 7. LEAVES FOR FULL-TIME FACULTY

G. Effective Date for New Employees

Health and welfare benefits for new employees will become effective September 1 of each year, except in those situations where a certificated employee is hired at a time other than the beginning of the academic year (in which case health and welfare benefits will become effective on the first day of the month following employment).

H. Fringe Benefits Upon Death of Faculty

Upon the death of a faculty member, the District shall provide continuation of the benefits specified in Section B of Article 6, for the eligible dependents, through the end of the month next following ninety (90) days from the date of death of such faculty member.

A. Reduction to Part-Time Employment Status

An employee in the bargaining unit may, at the discretion of the Governing Board, be released upon the employee's request from up to fifty (50) percent of a regular faculty load provided that:

1. The request for released time must be submitted prior to March 1 of the academic year in which the released time is requested or prior to October 15 preceding the Spring Semester if the request is for the Spring Semester only.
2. The employee must have reached the age of fifty-five (55) prior to a reduction in work load.
3. The employee must have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
4. The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.
5. The employee shall be paid a salary which is the pro rata share of the salary the employee would be earning had the employee not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment.
6. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the employee's final year of service in a full-time position.
7. An employee on such leave shall be able to receive health, dental, and life insurance benefits, provided that the employee pays the appropriate premium(s).

ARTICLE 7. LEAVES FOR FULL TIME FACULTY (continued)

B. Paid Bereavement Leave

Each employee in this bargaining unit is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of the employee's immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from sick leave. "Members of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of such employee.

C. Paid Personal Necessity Leave

1. Sick leave may be used by an employee in this bargaining unit, at the employee's election, in cases of personal necessity.
2. Personal necessity is defined, for the purpose of this section, as limited to the following reasons:
   a. Death or a serious illness of a member of the employee's immediate family;
   b. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
3. The employee shall not be required to secure advance permission prior to the use of personal necessity leave.
4. Personal necessity leave shall not be in excess of six (6) days in any academic year.
5. The Governing Board shall adopt rules and regulations to be provided to all employees in the bargaining unit indicating the manner of prior or subsequent written specific proof/reason for personal necessity leave taken.
6. Article 7, Section C, specifically supersedes Governing Board Policy 4163.1.

D. Paid Personal Emergency Leave

1. Each member of the bargaining unit, at the sole discretion of the Superintendent-President, may be granted six (6) days paid leave during an academic year in case of emergency.
2. Such paid emergency leave request must:
   a. be submitted as far in advance as possible.
   b. indicate in writing the exact reason/cause of the emergency which necessitates a paid leave prior to initiation of such leave.
3. Such paid emergency leave used shall be deducted from the employee's accumulated sick leave.
4. Article 7, Section D, specifically supersedes Governing Board Policy 4163.1.

ARTICLE 7. LEAVES FOR FULL-TIME FACULTY (continued)

E. Paid Leave for Attendance at Professional Conferences, Work Shops, and Conventions

Each employee in the bargaining unit, at the sole discretion of the appropriate Associate Dean, may be granted paid leave during an academic year to attend professional conferences, work shops, and conventions. If out-of-state travel is required to attend, approval of the Superintendent-President is required.

F. Paid Leave for Individual Convenience

1. An employee in the bargaining unit, at the discretion of the Superintendent-President, may be granted a leave of absence for urgent personal or business need.

2. Such leave shall be limited to no more than ten (10) school days without loss of pay or charge against personal sick leave. Additional leave may be granted with or without pay on prior approval of the Governing Board.

G. Sabbatical Leave

A faculty member may be granted, at the discretion of the Superintendent-President, a sabbatical leave.

1. A certificated member of the staff will be eligible for sabbatical leave after six consecutive years of service.

2. The certificated member of the staff who applies for a sabbatical leave for an entire year or for the Fall Semester must file with the Dean of Instruction an application by December 1 of the year preceding the period in which the sabbatical is to occur. An application for the Spring Semester must be filed by September 15 preceding the semester in which the sabbatical is to occur.

3. Compensation for a full-time load certificated staff member will be sixty-five percent (65%) of the individual's annual salary or eighty-five percent (85%) of a salary for a one-semester leave. A certificated staff member who is granted a sabbatical leave and who, at the time of application for and receipt of the leave, is serving less than a full load, shall be compensated on the basis of the ratio that the staff member's load at that time bears to a full-time load.

4. There will be a control on the number of sabbaticals granted during any one period, so that the instructional program of the college or a subject field will not be adversely affected.

5. Any sabbatical approved will be subject to the employment of a satisfactory replacement.

6. The Superintendent-President shall develop regulations and procedures for the granting of sabbatical leaves.

ARTICLE 7. LEAVES FOR FULL-TIME FACULTY (continued)

G. Sabbatical Leave (continued)

7. Time spent on sabbatical leave shall count as normal service in computing placement on the salary schedule.

8. Article 7, Section G, specifically supersedes Governing Board Policy 4164.

H. Paid Judicial Leave

1. Sick leave may be used by an employee in this bargaining unit, at the employee's election, if s/he is under subpoena to appear as either a defendant or witness. The leave shall be granted upon presentation of the subpoena to the Superintendent-President. It is expected that the faculty member shall give the District as much prior notice as possible, i.e., forthwith after receipt of the subpoena.

2. Leave for Jury Duty (District agrees to insert appropriate Education Code provisions in memorandum of understanding).

I. Paid and Unpaid Child Related Leaves

1. Paid Leave for Child Bearing:

   a. The length of the leave, including the date on which the leave shall commence and the date on which the female faculty member shall resume her duties, shall be determined by the faculty member and her physician.

   b. Any female faculty member shall have the right to utilize accrued sick leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom. If accumulated sick leave has been depleted, the faculty member shall receive the difference between her pay and that of a substitute for up to an additonal period of five (5) months.

   c. An employee is allowed time off with no loss in pay up to a total of one (1) day's absence when his/her child is born or arrives. Such time off may be taken in 1/2 day increments and used during birth and/or at the time the child is brought home.

2. Unpaid Leave for Child Rearing:

   The District shall grant to a faculty member, upon request, an unpaid leave for child-rearing purposes for a period not to exceed one (1) year following the birth or adoption of a child. A faculty member on such leave shall be able to receive health, dental, and life insurance benefits, provided that the faculty member pays the full month's premium(s) montly in advance.

ARTICLE 7. LEAVES FOR FULL-TIME FACULTY (continued)

J. Unpaid Leave for Serious and Continuing Personal Problems

A faculty member, at the discretion of the Board, may be granted an unpaid leave of absence not to exceed one (1) academic year in case of serious and continuing personal problems. Such request must be submitted as soon as possible, which normally will be one (1) month prior to the effective date of initiation of the unpaid leave of absence. Faculty on such leave shall be able to receive health, dental, and life insurance benefits, provided that the faculty member pays the full month's premium(s) monthly in advance.

K. Unpaid Leave for Professional Development

A faculty member may, at the discretion of the Board, be granted an unpaid leave of absence not to exceed two (2) years for professional development. Such request for an unpaid leave of absence for professional development must be submitted at least six (6) calendar weeks prior to the effective date of initiation of the unpaid leave. Faculty on such leave shall be able to receive health and life insurance benefits, provided that the faculty member pays the full month's premium(s) monthly in advance.

L. If the advance payment in I.2, J, and K above is not received by the district by a reasonable deadline, the District must give by Registered Mail notification to the faculty member that he/she has 15 days from date of receipt to pay before the insurance is cancelled. If this has to be done more than twice during any leave period, benefits will be cancelled.

M. Sick Leave Verification

The District and Chapter agree to comply with the provision of the Education Code relative to the earning and use of sick leave for full-time faculty

Beginning September 30th, 1983, and each September 30th thereafter, the District shall provide to full-time faculty, a photo copy of their sick leave record card maintained by the District, showing status of sick leave as of the preceding June 30th.

Appeals to correct all previous accumulated sick leave, used sick leave, and the balance of sick leave will be accepted prior to October 30, 1983. The District will respond to an appeal as quickly as possible. Thereafter, appeals on the content of the annual statement will not be accepted or honored after October 30 of the year in which the statement was issued.

ARTICLE 8. WORKING CONDITIONS FOR FULL-TIME FACULTY

A. For purposes of this Article, "faculty member" means full-time faculty or regular faculty employed on less than a full-load assignment.

ARTICLE 8. WORKING CONDITIONS FOR FULL-TIME FACULTY (continued)

B.1. The Superintendent-President shall insure that all faculty members shall have equitable access to the secretarial, clerical, laboratory assistant technician, duplication, reader, computer terminal, and multi-media services requested by faculty members in the proper performance of their professional responsibilities. Utilization of the foregoing services shall be in accordance with procedures established at the discretion of the District.

2. Grievances filed, during fiscal year 1982-83 to enforce the provisions of 8.B.1 above are withdrawn; no additional grievances for fiscal year 1982-83 shall be filed.

3. The provisions of 8.B.1 above shall not be enforced/applied to working conditions prior to Spring Semester of Fiscal Year 1983-84. During this time, the District and CTA agree to meet and negotiate to endeavor to conclude an agreement which amends the provisions of 8.B.1 above.

C. Faculty members shall be provided parking stickers to be used in currently designated areas of staff parking.

D. The participation of faculty members in, or attendance at, a college-sponsored, non-class related event shall be voluntary. For purposes of this Article, counseling and librarianship are considered "class" activities.

E. If academic attire is required for a faculty member who participates in commencement, such academic attire shall be furnished by the District at no cost to the faculty member. The District shall attempt to insure that proper academic attire is furnished.

F. Any mandatory faculty/staff meeting called by the Board or the administration, shall be scheduled during part of the normal academic year as specified in Article 10. A faculty member shall have at least two (2) days advance notification of such meeting. No faculty meeting shall run more than two (2) hours in length.

G. Early in a given semester, suggested work schedules and course assignments for the following semester will be solicited from the certificated faculty by the appropriate Associate Dean. The suggested work schedules and course assignments will be analyzed by the appropriate Associate Dean in respect to District and student needs. Based on such analysis, the appropriate Associate Dean shall develop the tentative work schedules and class assignments for review by faculty. After consultation with an individual faculty member if such consultation is requested by the faculty member, the Associate Dean may amend the tentative work schedules and class assignments to result in the final work schedules and class assignments.

A work schedule or class assignment dispute that involves more than one faculty member and which cannot be resolved to the mutual satisfaction of both parties shall be resolved by the Dean of Instruction or Director of Student Services as appropriate. The decision of the Dean shall be a final and binding decision. In the absence of a request for consultation by an individual faculty member or a dispute that requires final resolution by the Dean, the tentative work schedules and class assignments made by the appropriate Associate Dean shall be the final work schedules and class assignments.

ARTICLE 8. WORKING CONDITIONS FOR FULL-TIME FACULTY (continued)

G. (continued)

The District shall, in the absence of a request for consultation or need for final resolution of a dispute by the Dean, make a best effort to promulgate the final work schedules and class assignments four (4) weeks in advance of the beginning of a semester.

H. In order to make a full-time load for a faculty member, the appropriate Associate Dean or Director may assign a faculty member to a work schedule and class assignment between 8:00 a.m. and 10:30 p.m. except as otherwise agreed. Two night assignments may be made by the appropriate Associate Dean or Director. In the event that more than two night assignments are proposed, consent of the faculty member is necessary before an assignment can be made. A faculty member may elect to teach less than a full-time load at the appropriate rate of pay rather than be assigned to night classes.

Assignments to an off-campus work site within a 20 mile radius of the main campus shall be at the District's discretion. If a faculty member objects to such an assignment, he/she may discuss the specific objection to the assignment with the appropriate Associate Dean, who will attempt to reach a satisfactory resolution. Assignments beyond a 20 mile radius may only be made with the consent of the faculty member. A faculty member so assigned shall be paid the current District mileage rate ($ .20/mile) to and from the locus of the assignment and the Salinas City limits if the faculty member provides his/her own transportation. The faculty member shall be paid, at the appropriate hourly lab rate, for travel time to the locus of the assignment. The above paragraph does not change the current practice with regard to assignments at Soledad.

I. In the event that a class or section of a class taught by a faculty member is canceled before the end of the first ten (10) days of instruction in a semester because of insufficient enrollment, and in the event that assignment to another class is not made, the instructor may develop, in consultation with the appropriate Associate Dean, alternate work assignment(s) equivalent to the amount of work canceled provided such work assignments adhere to past practices. If the appropriate Associate Dean agrees with the proposed alternate work assignment developed by the faculty member, the appropriate Associate Dean shall make such an assignment.

J. In the absence of the consent of a faculty member, a work schedule/class assignment of consecutive lecture discussion classes shall be limited to a maximum of two (2) class periods. In the absence of the consent of a faculty member, a work schedule/class assignment of consecutive laboratory or lecture laboratory classes shall be limited to a maximum of five (5) hours.

K. The work schedule/class assignment for a faculty member shall be limited to a maximum of three (3) different disciplines/areas which require a different preparation for each course which is in a different discipline/area during a semester.

ARTICLE 8. WORKING CONDITIONS FOR FULL-TIME FACULTY (continued)

L. When a faculty member is scheduled to begin or continue a class assignment beyond 9:00 p.m. as part of the faculty member's regular contract assignment, no regular assignment shall be made for the faculty member before 9:00 a.m. on the following day if the faculty member's schedule includes only one regularly scheduled work period beyond the hour of 9:00 p.m. in a given week without the faculty member's consent. No regular assignment shall be made for the faculty member before 9:00 a.m. on the following day if the faculty member's schedule includes more than one regularly scheduled work period beyond the hour of 9:00 p.m. in that week without the faculty member's consent.

M. Required Reports

In the event any faculty member (both full-time or part-time) does not submit any legally required report needed by the District, such faculty member may not receive any salary warrant, either regular or miscellaneous, until the legally required report is received by the District.

N. Office Hours

All faculty members shall be responsible to hold pre-scheduled office hours that are mutually agreeable to the Associate Dean and the instructor at the time that the instructor submits his/her suggested work schedules and course assignments, pursuant to Section 8G. A minimum guideline for an acceptable schedule of office hours is one office hour for every lecture class taught, to result in a maximum of five (5) office hours and a minimum of three (3) office hours per week.

O. Industrial Accident/Illness Leave

Members shall receive leave with pay for industrial accidents or illnesses for which the member is awarded workers' compensation, subject to the following provisions:

1. Allowable leave shall be for not more than 90 days during which the College is required to be in session or when the member would otherwise have been performing work for the District in any one fiscal year for the same accident;
2. Allowable leave shall not be accumulated from year to year;
3. Industrial accident or illness leave shall commence on the first day of absence;
4. When a member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to any temporary disability indemnity under the Labor Code, will result in a payment of not more than his/her full salary.

ARTICLE 8. WORKING CONDITIONS FOR FULL-TIME FACULTY (continued)

O. Continued

The phrase 'full salary' shall be computed so that it shall not be less than the members "average weekly earnings" under Section 4453 of the Labor Code. The maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be applicable.

5. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award;
6. When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave remaining for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the member shall be entitled to the sick leave and benefits provided in Education Code Sections 87780, 87781, and 87786, and for the purposes of each of these sections, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, s/he may elect to take as much of his accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him of not more than his full salary.
8. During any paid leave of absence, the member shall endorse to the district the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue appropriate salary warrants for payment of the member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the member for periods covered by such salary warrants.
9. Any member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
10. Upon formal written petition of the employee, the Board reserves the right, in its discretion based on each individual case and facts presented, to grant the member an extension of leave of absence for industrial accident or illness leave.

P. Travel Authorization

Faculty travel during non-school time (e.g., summer, Christmas or spring recess) will only be approved or ratified, when in the judgement of the Superintendent/President the benefit to the District is direct and significant.

ARTICLE 9. WORK LOAD

A. A full load regular teaching assignment in the respective discipline/area shall continue the following past practices:

1. Agriculture, Animal Health Technology, Mathematics & Science

Units shall be equated as follows:

one lecture hour equals one equated unit,
one laboratory hour equals two-thirds equated unit,
one discussion hour equals one equated unit.

Agriculture	17 equated units/semester
Agriculture Business	17 equated units/semester
Agriculture Mechanics	17 equated units/semester
Animal Health Technology	15 equated units/semester
Animal Science	17 equated units/semester
Astronomy	15 equated units/semester
Biology	15 equated units/semester
Chemistry	15 equated units/semester
Geography	15 equated units/semester
Geology	15 equated units/semester
Mathematics	15 equated units/semester
Meteorology	15 equated units/semester
Oceanology	15 equated units/semester
Ornamental Horticulture	17 equated units/semester
Physics	15 equated units/semester
Physical Science	15 equated units/semester
Soil Science	17 equated units/semester

ARTICLE 9. WORK LOAD (continued)

A. (continued)

2. Occupational Education

Units shall be equated as follows:

one lecture hour equals one equated unit,
one laboratory hour equals two-thirds equated unit.

Administration of Justice	15 equated units/semester
Apprenticeship	18 equated units/semester
Automotive Technology	18 equated units/semester
Body & Fender	18 equated units/semester
Business	15 equated units/semester
Construction	18 equated units/semester
Conference & Court Reporting	15 equated units/semester
Computer Science	15 equated units/semester
Drafting	18 equated units/semester
Electronics	18 equated units/semester
Fire Science	15 equated units/semester
Food Services	18 equated units/semester
Machine Technology	18 equated units/semester
Mill & Cabinet	18 equated units/semester
Real Estate	15 equated units/semester
Technology	18 equated units/semester
Welding	18 equated units/semester

ARTICLE 9. WORK LOAD (continued)

A. (continued)

3. Humanities and Social Science

All Social Science teaching loads will be based on equated units per semester.
All Fine Arts, Music, and Theatre Arts teaching loads will be based on hours per week.
All Humanities (English, Literature, Journalism, Reading, and Foreign Languages) teaching loads will be based on equated units per semester. One lecture hour equals one equated unit; one laboratory hour equals two-thirds equated unit.

Anthropology	15 equated units/semester
Economics	15 equated units/semester
English Composition	15 equated units/semester
English as a Second Language	15 equated units/semester
French	15 equated units/semester
German	15 equated units/semester
History	15 equated units/semester
Journalism	15 equated units/semester
Music	20 hours/week
Literature	15 equated units/semester
Philosophy	15 equated units/semester
Political Science	15 equated units/semester
Psychology	15 equated units/semester
Reading	15 equated units/semester
Sociology	15 equated units/semester
Spanish	15 equated units/semester
Speech	15 equated units/semester
Theatre Arts	20 hours/week
Visual Arts	20 hours/week

ARTICLE 9. WORK LOAD (continued)

A. (continued)

The District does not intend to decrease workload below levels existent in academic year 1978-79. Therefore, although the change from Foreign Languages workload of 15 semester units per semester in fiscal year 1980-81 to 15 equated units per semester for the Spring semester of fiscal year 1981-82 has the effect of decreasing Foreign Languages workload, the purpose of this change is solely to accurately reflect Foreign Language workload existent in academic year 1978-79.

4. Health Education, Physical Education, and Recreation (H.P.E.R.)

A full load teaching assignment (per semester) in the H.P.E.R. area is:

a. Health -- 15 lecture hours
b. Recreation -- 15 lecture hours
c. P.E. -- 22 lab/activity hours

1. full-time instructor may be assigned to coaching duties for a maximum of 40% of teaching assignment

2. coaching hours will be equated as follows:
1 coaching hour = 2/3 lab/activity hour.

5. Counselor Work Load

a. Non-teaching Assignment: Counselor office hours exclusive of any classroom teaching shall be thirty-five (35) hours per week.

b. Teaching Assignment: Counselor office hours shall be less than thirty-five (35) by a factor of the hours of classroom teaching for each in-contract teaching assignment.

6. Applied Health Sciences and Family Studies

For all of the following disciplines, except Family and Consumer Studies, teaching assignments shall be expressed in total assignment of hours without regard to lecture/laboratory designation:

Early Childhood Education	15 minimum	23 maximum
Family and Consumer Studies	15 equated units/semester	
Health Services	17 minimum	18 maximum
Instructional Aide	18 minimum	20 maximum
Nursing, Registered	22 minimum	34 maximum
Nursing, Vocational	25 minimum	27 maximum
Human Services	15 minimum	16 maximum

ARTICLE 9. WORK LOAD (continued)

A. (continued)

7. Learning Resource Center

a. Non-teaching Assignment: Librarians' hours exclusive of any classroom teaching shall be thirty-five (35) hours per week.

b. Teaching Assignment: Librarians' hours shall be less than thirty-five (35) hours by a factor of the hours of classroom teaching for each in-contract teaching position.

B. The above work load assignments may, at the discretion of the District, be increased or decreased by no more than one class assignment per semester. In such cases a balancing assignment shall be made within a two (2) year period.

C. A balancing assignment shall be made only during a Spring or Fall semester and shall not be made for a Summer session.

D. By mutual agreement between the District and an individual faculty member, Summer session course(s) may be approved to balance a work load in a preceding or subsequent academic year.

ARTICLE 10. COLLEGE CALENDAR

A. The academic year shall consist of one-hundred-seventy-six (176) attendance days for returning full-time faculty and one-hundred-seventy-seven (177) attendance days for new full-time faculty. The academic year shall be limited to the semester system.

B. It is understood that a change in the academic calendar is a negotiable issue.

ARTICLE 11. WORKING CONDITIONS FOR PART-TIME FACULTY

A. For purposes of this Article, "faculty" means part-time hourly faculty.

B. Faculty members' participation in, or attendance at, all college sponsored non-class related events shall be voluntary. For purposes of this Article, counseling and librarianship are considered "class" activity.

C. The District shall make a best effort to notify faculty four (4) weeks in advance of a given regular semester or Summer session, exclusive of short courses, of their tentative course assignment(s) and class meeting time(s) for the ensuing regular semester or Summer session. At the same time, the instructors shall be informed of the minimum enrollment and/or other circumstances that will result in the cancellation of the class assignment. This provision shall in no way restrict the ability of the college to offer course sections as needed.

D. Faculty shall not be required to attend commencement.

E. In the event any faculty member (both full-time and part-time) does not submit any legally required report needed by the District, such faculty member may not receive any salary warrant, either regular or miscellaneous, until the legally required report is received by the District.

F. Part-time faculty members shall be provided parking cards to be used in currently designated parking areas.

ARTICLE 12. CLASS SIZE

A. Minimum Class Size

1. The Superintendent-President, or designee, shall exercise discretion in the implementation of Governing Board Policy 4215.

2. In the preparation of the schedule of classes, the college will attempt to avoid offering classes which because of low enrollment would represent an uneconomic use of college resources. However, because the college wishes to offer a comprehensive educational program which would maximize educational opportunities for its students, it may be necessary to maintain some classes which have low enrollments.

   A small class may be justified if it is a final or advanced class in a sequence, if it is required to complete a major, if the class is one for which only limited facilities are available, if the class must be kept small to meet mandated requirements, if the nature of the class requires close supervision for the safety of the students, if the student is unable to take the class at a neighboring community or state college, if the class is new and experimental in nature, if the class registration relies upon placement testing, and finally, if the class is offered in order to achieve the best teacher utilization and to balance teacher loads.

   In all cases of small classes, the college will continue to study the situation, attempting to reduce the number of small classes and maintain only those which are necessary to achieve the educational objectives of the college.

B. Maximum Class Size

1. The Superintendent-President, or designee, shall continue to exercise discretion in the determination of class size to result in restricting enrollment in any day class during a regular semester or Summer session class to either of the following two options:

   a. no more than 10% in excess of the maximum allowed enrollment for the class during the 1978-79 school year; or

   b. three (3) more than the number of laboratory stations available in the classroom.

2. The restriction of Sub-Section B-1 shall not preclude an individual evening class instructor from accepting a larger number of students.

3. In order for a regular semester day or Summer session instructor to exceed the restrictions of Sub-Section B-1, the instructor must receive prior approval of the appropriate Associate Dean.

4. None of the above restrictions shall apply to positive attendance classes.

ARTICLE 12. CLASS SIZE (continued)

C. The Superintendent-President, or designee, shall continue to exercise discretion in determining, no later than the end of the second week of a Fall or Spring semester or no later than the fifth (5th) day of a Summer session to transfer students to a class with fewer students or to create an additional class section to result in the fact that no class shall have more students than the number of desks/seats/stations/space that the classroom can reasonably accommodate without impairing the learning environment.

D. In the effort to increase Weekly Student Contact Hours (WSCH), a multi-section class may be canceled if it has less than nineteen (19) students enrolled on the Friday immediately preceding the first day of instruction or the third class meeting of a Summer session.

E. In the effort to increase Weekly Student Contact Hours (WSCH), a single-section class may be canceled if it has less than fourteen (14) students enrolled on the Friday immediately preceding the first day of instruction or the third class meeting of a Summer session.

ARTICLE 13. EVALUATION OF REGULAR CERTIFICATED PERSONNEL

A. PURPOSE

The basic reasons for evaluation are to improve the educational programs of the District and to ensure compliance with policies and, standards of quality of the District. All certificated employees in the bargaining unit shall be included in a program of professional growth in order to improve professional competence and productivity in the area of expertise.

Evaluation as provided in this Article is an ongoing process. However, it is understood that potential problems should be identified and discussed as they arise, in order to further the purposes of this Article.

B. GENERAL PROVISIONS

1. Upon 24 hours notice, a faculty member may examine his/her personnel file on days on which the Affirmative Action/Personnel Office is open and may obtain copies of any material placed in the file as a result of the evaluation procedure. Upon written permission of the faculty member, an Association representative may review the teacher's file, or accompany the teacher in his/her review of the file.

2. Alleged violations in the procedures set forth in this Article shall be subject to the Grievance Procedure set forth in Article 16. However, the contents of an evaluation shall not be subject to the Grievance Procedure.

3. Definition: "Day" as used herein means any day that the District Administrative Office is open.

C. STANDARDS FOR EVALUATION

1. Professional Competence.

    a. Demonstrates knowledge of field in performance of service.

    b. Demonstrates effective preparation and planning.

    c. Knows and uses appropriate methods to achieve goals and objectives of the areas of service.

    d. Gives clear assignments and directions.

    e. Provides an environment in which the dignity and individuality of the student are respected.

    f. Expresses ideas clearly and accurately both orally and in writing.

    g. Maintains appropriate reports and records.

2. Professional Conduct.

    a. Is willing to help the student with his/her academic growth.

b. Meets obligations resulting from state mandates or district policies in a timely manner.

c. Works cooperatively and professionally with others.

d. Considers constructive suggestions.

e. Is willing to investigate new ideas, methods and techniques.

f. Avails himself/herself of opportunities for professional growth.

g. Participates in professional activities such as committee participation, development of new curricula, cooperation with community groups, etc.

D. APPEALS BOARD

1. Composition and Selection of the Board.

a. The Appeals Board shall be selected at the outset of the academic year and shall be a standing committee. Both the Superintendent/President of the college and the HCFA President shall select one alternate in the event one of the designated members of the Board is disqualified.

b. The Appeals Board shall be composed of: i. two management personnel appointed by the Superintendent/President or his/her designee; ii. two faculty members appointed by the HCFA President; iii. one person mutually acceptable to the HCFA President and the Superintendent/President. In the event no agreement is reached, the Superintendent/President may appoint any regular certificated employee.

c. The Appeals Board shall meet and elect a chair within the first two weeks of the fall semester.

2. Disqualifications.

An Appeals Board member will be automatically disqualified if one of the following occurs: i. the Board member indicates he/she must disqualify himself/herself; ii. the faculty member/evaluatee objects to the Board member and the Board member agrees that he/she should be disqualified; iii. the Board member is the immediate supervisor/evaluator; iv. the Board member is related by blood or marriage to the evaluatee.

An Appeals Board member may be disqualified if there is a conflict of interest, such as a close financial, personal, or working relationship with the evaluatee. Either the District or the evaluatee may raise the issue of conflict of interest. In the event a member is challenged based upon conflict of interest, the remainder of the Board will make the determination whether that member should be disqualified. The person claiming there is a conflict of interest bears the burden of convincing the members of the Board of such a conflict. If a vote on disqualification results in a tie, it will be deemed that the burden was not met and the challenge will be deemed rejected.

3. Role of the Appeals Board.

   a. Upon receipt of a timely appeal, the Board shall review any allegations of procedural error in the evaluation.

   b. Upon receipt of a timely appeal, the Board can review the evaluation and make a written recommendation to the Superintendent/President as to whether the evaluation report and rating made of the evaluatee are justified.

   c. The Board's role is advisory only. The Board will not have the authority to overrule the evaluator or force him/her to alter his/her evaluation or to perform additional evaluations.

   d. Upon receipt of a written request from the evaluatee, or the evaluator, the Board can review any Remediation Plan arising from Section 13.E.3.a. The Board can recommend to the Superintendent any changes related to the contents and length of time necessary to implement the Plan.

   e. Upon receipt of a written request from the evaluatee, or the evaluator, the Board can review any evaluation and report arising from Section 13.E.3.c. The Board shall make a recommendation to the Superintendent/President as to whether or not to invoke Stage III.

   f. Any recommendation or report of the Board, shall be based on evaluation documents and any oral or written presentations to the Board. The evaluatee and/or evaluator may present oral or written argument to the Board as to why the next stage of the evaluation should, or should not be invoked.

4. Appeal Procedure.
   The evaluatee has five work days following receipt of the Stage I evaluation report to appeal the decision in writing. Any appeal should be filed in the office of the Vice President for Instruction. The Board shall conduct a meeting within five days thereafter, unless all parties agree to an extension. "All parties" means the Board, the evaluator, the evaluatee, and the Superintendent/President. The Board shall have two work days to issue its written recommendation.

E. PROCEDURES

1. Frequency of Evaluation.

   Regular certificated faculty shall be evaluated at least every other year pursuant to the Education Code.

2. Stage I Evaluation.

   a. Selection and Role of Evaluators.

      The Stage I evaluation shall be conducted by the faculty member's direct supervisor, and if requested by the evaluatee, a regular faculty member selected by the Vice President for Instruction from the same or related discipline. The evaluatee may object to the first faculty member selected, in which case the Vice President for Instruction shall select a second faculty member, whose selection shall be final.

b. Pre-evaluation Conference.

Prior to the commencement of the evaluation, a copy of this procedure shall be sent to the evaluatee. Upon written request of the evaluatee, a conference shall be held for the purpose of discussing the standards and procedures upon which the evaluation will be based.

c. Evaluation.

i. The evaluation shall include the following three components: self appraisal, work site observation and student appraisal.

ii. Materials to be considered include: (1) class outlines, (2) examinations, (3) study guides, syllabi, etc., (4) reading lists, and (5) statement of objectives.

d. Self Appraisal.

Unless mutually agreed otherwise by the evaluatee and the evaluator, the evaluatee shall submit a written report, which can substitute for the professional growth report in an evaluation year, with supporting attachments as appropriate. Unless mutually agreed otherwise, the report shall include the following:

i. Professional growth activities, including course work, publications, participation in community activities, participation in committees, and other;

ii. A copy of the course materials specified above in E.2.c.ii for each course commonly taught.

iii. A statement of methods of measuring student achievement and grading in each course.

e. Observations.

The direct supervisor, and the regular faculty member/evaluator if one was requested, shall observe the work performance of the evaluatee on at least one occasion. They shall give advance notice of at least one of his/her observations. All observations shall be summarized on the work site observation form. Such form shall be mutually acceptable to both the District and the Association.

f. Student Appraisals.

Every student present in at least two of the evaluatee's classes shall be requested by the evaluator to submit written evaluations and comments utilizing a standard form. Such form shall be mutually acceptable to the District and the Association. If the evaluatee wishes to have student appraisals from additional classes, he/she shall notify the evaluator and appraisals shall be requested from them.

g. Post-evaluation Conference.

The direct supervisor shall be responsible for preparing the evaluation report. The report shall include a full and specific explanation of any "needs improvement" or "unsatisfactory" mark and suggestions for improvement.

At the Post-evaluation Conference, a copy of the report shall be given to the evaluatee and there shall be opportunity for discussion by the participants. The evaluatee shall have five work days to submit written comments regarding the evaluation. Any such comments shall be attached to the report and retained in the employee's personnel file. If a regular faculty member has assisted in the observation phase of the evaluation, his/her observation report(s), along with those of the direct supervisor, shall be retained with the evaluation.

h. Evaluation Report.

Included in the Evaluation Report, shall be an evaluation rating made by the direct supervisor. The supervisor shall have four ratings from which to chose, defined below:

i. Outstanding - Results and job-related behaviors have far exceeded the standards specified in Section C.1. in all major areas of classroom/worksite performance. Employees at this level have demonstrated complete job proficiency and the highest standards of performance in achievement of job responsibilities.

ii. Satisfactory - Results and job-related behaviors have consistently met the standards specified in Section C.1. in all major areas of classroom/worksite performance. Employees at this level accomplish all basic posistion requirements. Key assignments are adequately fulfilled and the general level of performance meets standards. May occasionally exceed standards in some areas.

iii. Needs Improvement - Results and job-related behaviors have not fully met the standards specified in Section C.1. in some areas of classroom/worksite performance. Employees at this level fulfill most basic position requirements, but there is room for improvement. Employee has capacity to reach fully satisfactory performance, or better, with reasonable effort.

iv. Unsatisfactory - Results and job-related behaviors consistently have not met standards specified in Section C.1. in most areas of classroom/worksite performance. Employees at this level demonstrate unacceptable performance.

If the direct supervisor's evaluation report concludes that the overall performance of the faculty member is less than satisfactory, and the faculty member/evaluator agrees with this conclusion, Stage II of this process will be invoked.

If the direct supervisor's report concludes that the overall performance is less than satisfactory, but the faculty member/

evaluator disagrees with the conclusion, Stage II will be invoked unless the evaluatee appeals the report to the Appeals Board. Upon an appeal being filed, Stage II will be held in abeyance pending review by the Board and decision of the Superintendent/President.

If the evaluation concludes that the overall performance is satisfactory, Stage II will not be invoked. This, however, does not prevent the direct supervisor from offering suggestions for improvement.

If the Stage I evaluation is used in any disciplinary discharge proceedings the District may use it only to show that an evaluation was performed.

i. Time Lines.

The specific evaluation timetable for any particular faculty member shall be determined by the direct supervisor and the faculty member. If agreement cannot be reached, the parties shall consult with the Vice President for Instruction who shall set a reasonable timetable.

3. Stage II Evaluation.

The purpose of Stage II is to remediate any problems identified in the evaluation at Stage I.

a. Remediation Plan.

The supervisor/evaluator, in consultation with the Vice President for Instruction and the evaluatee, shall prepare a Remediation Plan. The Plan shall include:

i. A list of areas where improvement is needed.

ii. Specific suggestions for improvements.

iii. Additional resources to be utilized to assist with improvement.

iv. The supervisor/evaluator's role in positive assistance to the evaluatee.

v. The techniques to be used for measurement of improvement.

vi. A time schedule for the monitoring of improvement.

The suggestions for improvement incorporated in the Plan may include conferences, work site observations, professional in-service, additional course work, and such other steps as are deemed appropriate. A date for a Stage II Post-evaluation Conference shall be set forth in the Plan. The Plan must be mutually agreed upon. If agreement is not reached within ten work days after the Plan is prepared and submitted to the evaluatee, it shall be deemed the final Plan unless the evaluatee has during that period appealed the Plan in writing to the Appeals Board. The timeline for Board meeting and recommendation shall be as set forth in 13.D.4. above. The Plan itself may be developed so as to require more than one semester to implement. However, once the Plan has been agreed upon by all parties, or set by the Superintendent/President after recommendations by the Appeals Board, it shall not be changed without mutual agreement.

b. Stage II Post-evaluation Conference.

At the Stage II Post-evaluation Conference, the results of the Plan shall be discussed by the evaluator, the Vice President for Instruction and the evaluatee. The evaluatee may have a representative from the Faculty Association present at the Conference. The evaluator shall develop a Stage II report, which shall be given to the evaluatee. The evaluatee shall have five work days to submit a written response to the Stage II report and have such response attached to the report.

The evaluator shall have three options available at the conclusion of Stage II:

i. The report may state that the employee's performance is satisfactory. This shall end the Stage II process.

ii. The report may state that an extension of Stage II for any time up to one semester is warranted for further remediation. In this event, the report shall set a date for a second Stage II Post-Evaluation Conference, as well as the specific expectations for remediation.

iii. The evaluator may conclude and recommend that Stage III should be invoked.

c. Appeal.

If the evaluatee disagrees with the recommendation to invoke Stage III, the evaluatee may appeal in writing, within ten work days of receiving notice of the recommendation, to the Appeals Board. In such a case, the procedures as set forth in Section D above shall apply.

d. Time Lines.

The faculty member shall attend the Stage II Post-evaluation Conference on the established date. Failure to attend such conference on that date or a date within 15 work days thereafter shall not prevent the evaluator from submitting his/her report and recommendation to the Superintendet/President. However, this shall not preclude the evaluatee from having a Post-evaluation Conference.

4. Stage III Evaluation.

a. If the evaluation report at Stage II determines that Stage III should be invoked, the materials generated at Stage II shall be forwarded to the Superintendent/President for review. The Superintendent/President shall determine whether or not to issue a Notice of Incompetency pursuant to the Education Code. If such a Notice is issued, it shall comply with the requirements of the Education Code, including attachment of the Stage I and Stage II evaluations to the Notice. As an alternative to issuance of such a Notice, the Superintendent/President may direct the Vice President for Instruction and the evaluator to extend Stage II for any period up to one semester.

b. If the Superintendent/President issues a Notice of Incompetency, the faculty member shall have not less than 90 days to demonstrate improvement in performance.

c. In the Notice of Incompetency, the faculty member shall be provided with all the specific notices required by the governing Education Code provision.

d. The criteria for evaluation shall be the deficiencies identified in the Notice of Incompetency pursuant to the Education Code.

e. Evaluation Committee.

i. An Evaluation Committee shall be established to conduct an evaluation of the employee, which evaluation shall not be completed earlier than the end of the 90 day period.

ii. The evaluation committee shall consist of the direct supervisor, and two regular faculty members appointed by the Superintendent/President.

iii. The faculty member may object to one appointed evaluator, not including the direct supervisor, in which case the Superintendent/President shall select a replacement. In the event the faculty member objects to the replacement, he/she may appeal that selection to the Appeals Board. In such a case, the procedures set forth under Section D shall apply.

iv. Nothing stated herein shall prevent any outside expert from giving his/her views of the evaluatee's competency based upon personal observations of classroom performance to the Evaluation Committee.

f. Methods of Evaluation shall include:

i. Class visitations: at least two visitations by each evaluator shall be made, with a written report summarizing each visitation. Only one of the visitations shall be with advance notice to the evaluatee.

ii. Every student present in all of the evaluatee's classes shall be requested by the direct supervisor to submit written evaluations and comments using the standard form.

iii. The Evaluation Committee shall consider the self appraisal materials generated at Stage I, if they are submitted to the Committee by the evaluatee.

g. At the conclusion of the evaluation process, an evaluation report shall be prepared. If the committee members cannot agree upon one report, the direct supervisor shall prepare the report and provide a copy to each committee member for review and written comments. Such comments shall be attached to the the report. If such comments have not been received within 10 work days after delivery of the report to the committee members, the report may be delivered to the employee without such comments. Comments submitted later shall be sent to the evaluatee and attached to the report. The Committee shall meet with the faculty member and present a copy of the report to the faculty member. The Committee shall discuss the report with the evaluatee, and the evaluatee shall have five work days within which to prepare a written response and have such response attached to the evaluation report. The evaluatee may have a Faculty Association representative present at the evaluation conference.

h. The evaluation report, and all supporting documentation generated at Stage III shall be submitted to the President/Superintendent for review. The Superintendent may take such action as he/she deems appropriate.

5. It is understood that disciplinary discharge procedures based on conduct not directly related to classroom/work site performance may in appropriate cases be undertaken independently of the evaluation procedures. In the event a Notice of Unprofessional Conduct is issued pursuant to the Education Code, the Stage I and Stage II evaluation reports shall be attached to such a Notice.

ARTICLE 14. EVALUATION OF CONTRACT FACULTY

A. PURPOSE

The basic reason for evaluation of contract certificated employees in the bargaining unit is to improve the educational program of the college and to insure compliance with policies and standards of quality of the District. Further, the evaluation process shall be to assist the Governing Board in determining continued employment by the District.

B. Evaluations for contract employees shall occur annually.

C. Contract bargaining unit members, just as all other district employees, shall be evaluated on an on-going/continuous basis.

D. The evaluation shall be conducted by an associate dean/director.

E. The criteria for evaluation shall be:

1. Expertise in the subject matter.
2. Techniques of instruction.
3. Effectiveness of instruction.
4. Acceptance of professional responsibility.
5. Effectiveness of oral and written communication.

F. Upon 24 hours notice, a contract faculty member may examine his/her personnel file at times the Affirmative Action/Personnel Office is open and may obtain copies of any materials placed in the file as a result of the evaluation procedure.

G. It is understood that disciplinary/discharge procedures may in appropriate cases be undertaken independently of the evaluation procedures.

H. Certificated management personnel may on occasion observe a contract employee during the performance of his/her duties. Such observations shall be with the full knowledge of the faculty member observed, but need not be with advance notice of such visit.

I. The purpose of the ongoing observations prior to the final evaluation is to give the supervisor the opportunity to note deficiencies of the contract employee, and communicate the problem areas to the faculty member, prior to the final evaluation.

J. The faculty member shall be given a copy of the final evaluation, and shall have five working days within which to prepare and submit a written response and have such response attached to the evaluation.

ARTICLE 15. EVALUATIONS OF TEMPORARY AND HOURLY FACULTY

A. Temporary and hourly faculty shall be evaluated at least once during the first semester of employment and thereafter at the District's discretion.

B. It is understood that in accordance with provisions of the Education Code, employment of temporary and hourly employees is at the will of the District. A satisfactory evaluation by itself does not guarantee continued employment with the college.

C. The evaluation shall be conducted by members of the management staff.

D. The primary items for consideration and evaluation of temporary and hourly certificated staff are:

   1. Expertise in the subject matter/area of assignment.

   2. Techniques of instruction/counseling/librarianship.

   3. Acceptance of responsibility.

   4. Effectiveness of oral and written communication.

E. Upon 24 hours notice, a faculty member may examine his/her personnel file at times the Affirmative Action/Personnel Office is open and may obtain copies of any material placed in the file as a result of the evaluation procedure.

F. Certificated management personnel may observe temporary and hourly employees during the performance of their duties. Such observation shall be with the full knowledge of the faculty member being observed, but need not be preceded by advance notice of such observation.

ARTICLE 16. GRIEVANCE PROCEDURE

A. Purpose

To provide an orderly procedure for reviewing and resolving grievances promptly and at the lowest possible management level.

B. Definition

1. A grievance is defined as a formal written allegation by a grievant that the grievant has been adversely affected by violation of a specific article, section, or provision of this Agreement.
    - a. A grievance as defined in this Agreement shall be brought only by this procedure.
    - b. Not included in the definition of grievance is a complaint which may, or should as interpreted by the District, be appealed or redressed through some other complaint, appellant, or redress process.
    - c. The Association and the District agree that neither party intends to permit the broadest permissible interpretation of the arbitration clause to reflect public policy as set forth in the private industry sector cases "Steelworkers Trilogy" (Steelworkers v. American Mfg. Co. ¶01960¶o 363 U.S. 546, and others) which favor a broad scope of arbitration.
2. The term grievant means an employee in the unit or the Association which represents the employee.
3. A "day" (for the purposes of this grievance policy) is any day on which the Business Office of the District is open for business for a normal span of hours.
4. The "immediate supervisor" is the first level manager having immediate jurisdiction over the grievant; the immediate supervisor cannot be eligible to be, or be, represented by the Association.

C. Time Limits

1. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to the further application of the grievance procedure for the alleged violation of this Agreement.
2. Any grievance or alleged grievance occurring during the period between termination date of this Agreement and the effective date of a successor agreement shall not be processed. Any grievance or alleged grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred more than ten days prior to an informal or oral discussion with the immediate supervisor shall not be processed by the District.

ARTICLE 16. GRIEVANCE PROCEDURE (continued)

C. Time Limits (continued)

3. Extension or contraction of any time limit, by mutual written agreement between the grievant and the appropriate manager at each respective level, is permissible.

D. Other Provisions

1. Employee's legal rights: nothing contained herein shall deny to any employee his/her rights under state or federal constitutional laws. No probationary employee may use the grievance procedure in any way to appeal discharge or decision by the Board not to renew his/her contract. No tenured employee shall use the grievance procedure to dispute any action of the District which complies with state law unless said law is permissibly modified by a specific term of this agreement and a grievance concerns the alleged violation of a specific term of this agreement. No employee shall use the grievance procedure to appeal any decision of the District if such decision is applicable to, or be interpretation of the District is compatible with, a state or federal regulatory commission or agency.

2. An employee has the right to present grievances to the District and have such grievances adjusted without intervention of the exclusive representative as long as the adjustment does not constitute a violation of this agreement, and provided further that the District shall provide a copy of the grievance and the proposed resolution to the Association, and the Association has been permitted five (5) work days to file a response prior to the District's final decision.

E. Informal Oral Discussion

Within ten (10) work days of the time an alleged grievance is alleged to have occurred, the employee shall orally discuss with his/her immediate supervisor, during non-teaching hours, the alleged grievance. Within ten (10) work days of the oral discussion, the immediate supervisor shall give his/her oral response to the alleged grievance.

F. Formal Levels

Level I

1. Within five (5) work days of the oral response, if the alleged grievance is not resolved, it shall be stated in writing by the grievant on the "statement of grievance" form as provided by the District, (and attached hereto as exhibit "B"), signed by the grievant, and presented to his/her immediate supervisor, or designee.

ARTICLE 16. GRIEVANCE PROCEDURE (continued)

F. Formal Levels (continued)

2. The statement of grievance form must be complete, including but not limited to, the full employee name, all facts giving rise to the grievance, the date of occurrence, the date of informal oral discussion, the date of oral response; and, identification by appropriate specific reference, all provisions and sections of this Agreement alleged to have been violated. The statement of grievance form shall state the contention of the employee with respect to such provisions and shall indicate the specific relief, action, or remedy requested.

3. A requested relief, action, or remedy which is contrary to, or which involves the granting of a right or a privilege which is not specifically granted by a specific provision of this Agreement invalidates the alleged grievance.

4. The immediate supervisor/designee shall communicate his/her decision to the grievant in writing within ten days after receiving the alleged grievance. If the immediate supervisor/designee does not respond within the time limits, the grievant may appeal to the next level.

5. Within the above time limits, either the grievant or the immediate supervisor/designee may request a personal conference with the other party.

Level II

1. In the event the grievant is not satisfied with the decision rendered in Level I, s/he may appeal within five (5) days the decision on the appropriate form to the Dean of Instruction or the Dean of Student Services, or his/her designee, depending upon which dean his/her immediate supervisor reports to.

2. The appeal shall include a copy of the original grievance, a written copy of the decision rendered by his/her immediate supervisor/designee, and a clear, concise statement of the reason(s) for the appeal.

3. The appropriate immediate supervisor/designee shall communicate his/her decision to the grievant, in writing, within ten (10) work days of receiving the appeal. If the appropriate immediate supervisor/ designee does not respond within the time limits, the grievant may appeal to the next level.

4. Within the time limits, either the grievant or the appropriate immediate supervisor/designee may request a personal conference with the other party.

ARTICLE 16. GRIEVANCE PROCEDURE (continued)

F. Formal Levels (continued)

Level III

1. In the event the grievant is not satisfied with the decision rendered in Level II, s/he may appeal within five (5) days the decision on the appropriate form to the District Superintendent-President, or his/her designee.

2. The appeal shall include copies of the original grievance, the decision of the immediate supervisor/designee, the appeal, the decision of the appropriate Dean/designee, and a clear, concise statement of the reasons for the appeal. The same, or similar, reasons for appeal to the decisions of the immediate supervisor/designee and the appropriate Dean shall terminate the appeal process.

3. The District Superintendent-President/designee shall communicate his/her decision in writing to the grievant within fifteen (15) work days. Either the grievant or the District Superintendent-President/designee may request a personal conference within the above time limits.

4. If the District Superintendent-President/designee does not respond within the above time limits, the grievance shall be deemed to be resolved in favor of the grievant if the grievant has, within five (5) days of the exhausted time limit, mailed to the District Superintendent-President an Order implementing the exact wording of the grievant's last requested relief, action, or remedy. Upon receipt, the District Superintendent-President shall sign such implementing Order forthwith.

Level IV

1. If the grievant and the Association are (or the Association as the grievant is) not satisfied with the decision rendered pursuant to Level III, they may submit a request in writing within five (5) days to the Superintendent-President/designee for arbitration of the dispute.

2. Upon receipt of the written request, the Superintendent-President shall request the American Arbitration Association to supply a panel of five (5) names. A copy of this request shall be sent to the grievant and the Association. Within five (5) days of the receipt of the panel of five (5) names, the Superintendent-President/designee, the grievant and Association shall either mutually agree upon an arbitrator or notify the American Arbitration Association to select an arbitrator in accordance with its rules.

ARTICLE 16. GRIEVANCE PROCEDURE (continued)

F. Formal Levels (continued)

3. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be paid by the District if the arbitrator decides against the District, or by the Association if the arbitrator decides against the Association. If the arbitrator renders a decision which is not clear as to whether the decision is in favor of the District or in favor of the Association, such a decision will be deemed a modified decision. In the case of a modified decision, the arbitrator shall determine pro rata costs to be paid by the District and by the Association. Any expenses incurred by either party in addition, to the fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be paid by the party incurring such expenses.

4. The rules of the American Arbitration Association shall govern the arbitration process. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision solely to the application and interpretation of the specifically stated provisions of the Agreement. Without limiting the intent and meaning of the above, the arbitration process shall be limited to issues of "rights" and shall not include issues of "interests."

5. The arbitrator shall conduct a hearing and submit his/her findings and decision in writing to the Board, the grievant, and the Association within thirty (30) days.

6. The decision of the arbitrator shall be final and binding on the District, the grievant, and the Association.

ARTICLE 17. DISCIPLINE LESS THAN DISMISSAL

A. Forms of Discipline

Forms of discipline under this article may include a letter of reprimand or suspension with or without pay.

B. Suspensions will require official Board action and may only be imposed for just cause. Education Code Sections 87735 to 87738 are not covered by this article.

ARTICLE 18. MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance. Therefore, the Association agrees that from 12:01 a.m. of the first work day immediately following the legal ratification of this Agreement by the District through and inclusive of the meet and negotiate process to conclude a successor agreement to this Agreement, the Association or any person acting in its behalf, each employee in a classification represented by the Association, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slow-down, or picketing against the District, or the concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours of employment, or other terms and conditions of employment.

B. The District agrees it shall not, during the term of this Agreement, lock-out any employee in the bargaining unit.

C. An employee shall not be entitled to any wages or District-paid benefits whatsoever if the District determines, to its satisfaction, that the employee is, or has, engaged in any activity prohibited by section "A" of this Article or the District may take other action which it deems appropriate.

D. If the District determines, to its satisfaction, that section "A" of this Article has been violated by the Association, the District may take remedial action which it deems appropriate.

E. The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Agreement and to make every effort toward inducing all employees to fully and faithfully perform their duties. In the event of any activity prohibited by section "A" hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Agreement.

ARTICLE 19. DISTRICT RIGHTS

A. The Association recognizes and agrees that the rights of District management derive from the Constitution of the State of California and the Education Code and not from this Agreement. All matters not specifically enumerated in this Agreement as rights of the exclusive representative are reserved to the public school employer.

It is further understood that there are no provisions in this Agreement that shall be deemed to limit or curtail the Governing Board or its representatives in any way in the exercise of its powers and authorities.

B. The Association recognizes and agrees that the exercise of the express and implied powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and, the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

C. The Association recognizes and agrees that the District's powers, rights, authority, duties, and responsibilities include, but are not limited to, the exclusive right, after consultation if required by SB 160 or Title 5 or if deemed appropriate by the Board: to establish its educational policies, goals, and objectives; to insure the rights and educational opportunities of students; to manage its work force, to direct, select, maintain, determine the work force; to maintain discipline and efficiency of employees; to evaluate in accordance with negotiated procedures; to determine the qualifications of employees; to determine the extent to which the facilities of the District shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the means of operations, the materials to be used, and the right to introduce new or improved methods and facilities, and to change or alter facilities; to regulate quality and quantity of services and to otherwise take actions necessary to run the entire operation efficiently.

D. The Association recognizes and agrees that the District retains its rights to suspend this Agreement in case of emergency. The determination of an emergency is solely within the discretion of the District and is expressly excluded from the provisions of the Grievance Procedure. Where an emergency is declared, District shall immediately notify the Association. The Association agrees it will abide by such emergency decisions of the Board during the time of the declared emergency. The District and the Association agree to meet and negotiate the effects, if any, as soon as practicable thereafter. For purposes of this Article, "emergency" is defined as a natural disaster.

E. The specific provisions contained in this Agreement shall prevail over District policies, practices, and procedures; however, in the absence of a specific statement of supersession on a specific provision, District policies, practices, and procedures shall continue to be a discretionary right of the District.

ARTICLE 20. SAVINGS CLAUSE

If any article or section of this Agreement or an addendum thereto should be held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be restrained by such tribunal or the enactment of superseding rule, regulation, law or order by any governmental authority other than the Board, such article or provision shall be immediately suspended and be of no force and effect. Invalidation of a part or portion of this Agreement shall not invalidate any remaining portions and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operations of the invalidated section. Moreover, the parties shall meet within a reasonable period of time to renegotiate any provision or provisions affected by such invalidation.

ARTICLE 21. TERM OF AGREEMENT

The provisions of this Agreement are not vested in/to an employee or the Association and, with the exception of Articles 5 and 17 which shall be in full force and effect during the periods of time set forth in each respective Article, the Articles of this Agreement shall be in full force and effect from 12:01 a.m. of the first work day immediately following the legal ratification of this Agreement by the District through and inclusive of June 30, 1987.

During the 1985-86 and the 1986-87 school years, each party may reopen one article plus wages for the purpose of renegotiating such article. This shall not prohibit the parties from mutually agreeing to reopen the contract pursuant to Article 1, Section B.

HARTNELL COMMUNITY COLLEGE DISTRICT

By: Robert S. Shelburne
Robert S. Shelburne
Chief Negotiator
Date: 10-20-86

By: Daniel A. Ipson
Dr. Daniel Ipson
District Negotiator
Date: 10/16/86

By:
Dr. James R. Hardt
Supertintendent-President
Date: 10.14.86

By: Connie M. Sonico
Connie M. Sonico
President
Board of Trustees
Date: 10/14/86

HARTNELL COLLEGE FACULTY ASSOCIATION
CTA/NEA

By:
Mr. Robert Beery
Co-President
Hartnell College Faculty Association
CTA/NEA
Date: 10/29/86

By: David B. Titus
Mr. David Titus
Co-President
Hartnell College Faculty Association
CTA/NEA
Date: 10/29/86

By: Jesse L Cude
Dr. Jesse Cude
Past President
Hartnell College Faculty Association
CTA/NEA
Date: 11/03/86

EXHIBIT A

NOTICE OF DECISION
OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

CASE	HARTNELL COMMUNITY COLLEGE DISTRICT Case No. SF-R-312 PERB Decision No. 81
EMPLOYER	Hartnell Community College District 156 Homestead Avenue Salinas, CA 93901
EMPLOYEE ORGANIZATION PARTY TO PROCEEDING	Hartnell College Faculty Association, CTA/NEA 156 Homestead Avenue Salinas, CA 93901

DESCRIPTION OF UNIT

On the foregoing decision and the entire record in this case, the Public Employment Relations Board ORDERS that:

(1) The unit appropriate for negotiating shall include all full-time regular and contract certificated employees and all part-time employees and shall exclude all department chairpersons, management, supervisory and confidential employees.

(2) Department chairpersons are supervisory employees.

DIRECTION OF ELECTION

Within 10 workdays after the employer posts the Notice of Decision, the employee organization shall demonstrate to the regional director at least 30 percent support in the negotiating unit.

The regional director shall conduct an election at the end of the posting period if:

(1) More than one employee organization qualifies for the ballot, or

EXHIBIT B

STATEMENT OF GRIEVANCE

EMPLOYEE NAME:______________________________

COLLEGE:________________ DEPARTMENT:________________

DATE OF ALLEGED GRIEVANCE:________ DATE OF INFORMAL DISCUSSION:________

DATE OF ORAL RESPONSE:________________

DATE OF FILING OF THIS STATEMENT:________________

SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED:________________

EMPLOYEE'S STATEMENT OF ALLEGED VIOLATON AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION, WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION:________________

STATE FULL RELIEF, REMEDY, ACTION, YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE:________________

* *

I. IMMEDIATE SUPERVISOR, RESPONSE TO ALLEGED GRIEVANCE:________________

DATE OF RECEIPT:____________ DATE OF RESPONSE:____________

GRIEVANCE RESOLVED:____________ GRIEVANCE DENIED:____________

Statement of Grievance, Page 2

II. DEAN/DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE:______________________

____

____

____

____

DATE OF RECEIPT:__________________ DATE OF RESPONSE:__________________

GRIEVANCE RESOLVED:________________ GRIEVANCE DENIED:__________________

* *

III. SUPERINTENDENT-PRESIDENT/DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE:

____

____

____

____

____

DATE OF RECEIPT:__________________ DATE OF RESPONSE:__________________

GRIEVANCE RESOLVED:________________ GRIEVANCE DENIED:__________________

* *

IV. REQUEST FOR BINDING ARBITRATION RECEIVED:_________________________

____

____

____

____

DATE:____________________

* *

Notes:
1. Attach all responses to this form at all levels.
2. Maintain two (2) copies -- one for employee, one for District.
3. Time is of the essence at every step.

EXHIBIT C

DISCIPLINARY/DISCHARGE EVALUATION PROCEDURE FOR REGULAR INSTRUCTORS

A. Objectives

1. To achieve and maintain the highest level of instruction

2. To provide uniform disciplinary/discharge procedures

B. Procedures

1. Committee for the evaluation of regular instructors:

    a. The evaluation committee shall consist of the Dean of Student Services/Dean of Instruction and two regular instructors/counselors selected from the discipline/instructional area.

    b. The evaluating instructors/counselors shall be selected by the Dean of Instruction/Dean of Student Services. One peremptory challenge shall be allowed the evaluated instructor/counselor regarding committee composition.

    c. The evaluation committee shall be formed when necessary.

2. Implementation of evaluation procedure for regular instructors

    a. According to Section 87664 of the Education Code, procedures and standards for evaluation shall be uniform for all regular employees of the District with similar general duties and responsibilities. Any evaluated instructor will be informed of the evaluation procedure.

    b. Each member of the evaluation committee shall make a written report.

    c. In the event of contradictory evaluations, the Dean of Instruction shall call for additional evaluations from two other regular faculty members assigned by the Dean of Instruction.

    d. The regular instructor may use the evaluation resultant from Article 13 for evidentiary purposes in a disciplinary/discharge proceeding.

156 HOMESTEAD AVENUE
SALINAS CALIFORNIA 93901
408 758·8211

JAMES R. HARDT
SUPERINTENDENT • PRESIDENT

EXHIBIT D

SIDELETTER

In the 1986-87 academic year, the Superintendent/President shall convene a five-member committee (two administrators appointed by the Superintendent/President, two bargaining unit members appointed by the Faculty Association President, and the Vice-President for Instruction to act as voting chairperson) to study professional growth alternatives and incentives and to develop a recommended professional growth incentive provision. Upon the affirmative vote of at least three of the five members of the committee, the recommended provision shall be submitted to collective bargaining between the District and the Faculty Association, such submission to commence at the time determined by the vote of a majority of the full committee.

HARTNELL COMMUNITY COLLEGE DISTRICT

By: ______
Dr. James R. Hardt
Superintendent-President
Date: 11·10·86

HARTNELL COLLEGE FACULTY ASSOCIATION
CTA/NEA

By: ______
Mr. Robert Beery
Co-President
Hartnell College Faculty Association
CTA/NEA
Date: 10/29/86

By: David B. Titus
Mr. David Titus
Co-President
Hartnell College Faculty Association
CTA/NEA
Date: 10/29/86

American River 009552
Cosumnes River 007536
Sacramento City 001233

LOS RIOS COMMUNITY COLLEGE DISTRICT AGREEMENT

WITH

LOS RIOS COLLEGE FEDERATION OF TEACHERS, LOCAL 2279,
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

2 yr

JULY 1, 1984 - JUNE 30, 1987

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ARTICLE 1: RECOGNITION

The District confirms its recognition of the Los Rios College Federation of Teachers, Local 2279, AFT/AFL-CIO, as the exclusive representative for the bargaining unit whose membership is comprised of all the certificated employees of the Los Rios Community College District except for those certificated employees who:

a. primarily perform managerial, supervisorial or confidential duties, or

b. are part-time, temporary instructors who have taught less than the equivalent of three (3) of the last six (6) semesters, inclusive or

c. are day-to-day substitutes, or

d. are summer school instructors.

Included in the bargaining unit are those certificated employees assigned as senior learning advisors, head learning advisors and managers of children's centers.

Further, the parties agree to meet in an attempt to reach a consent agreement as to any changes in the above-defined unit prior to requesting the Public Employment Relations Board to rule on the matter.

1.0 Salary Schedules

Salary schedules for unit members are as indicated in Appendix A.

2.0 Performing Arts Stipends and/or Load Equity Adjustments

The District shall provide $52,000 for each academic year to provide stipends and/or load equity for performing arts instructors. The amounts and distribution of these stipends and/or load adjustments shall be determined by a Performing Arts Committee consisting of three management representatives appointed by the Chancellor or designee and three faculty representatives appointed by the Federation. Said committee shall take into consideration such items as extra time spent on performances and reassigned time granted. If the committee does not complete an implementation plan by April 15 of each year, then the District shall develop the plan.

3.0 Certificated Employee Categories

3.1 Regular Certificated Employee

3.1.1 A regular certificated employee is a person who is employed in a regular position for more than 60% workload and who has been declared a first-year contract, a second-year contract, or a tenured employee by the Los Rios Board of Trustees, or an employee who has rights to that status by law.

3.2 Part-time Contract/Tenured Certificated Employee

3.2.1 A part-time contract/tenured certificated employee is a person who is employed in a position for not more than 60% workload and who has been declared a first-year contract, a second-year contract, or a tenured employee by the Los Rios Board of Trustees, or an employee who has rights to that status by law.

3.3 Part-Time Temporary Certificated Employee

3.3.1 A part-time temporary certificated employee is a person who is employed in a certificated position for not more than 60% workload and who has not obtained a first-year contract, a second-year contract, or tenured status.

3.4 Temporary Certificated Employee

3.4.1 A temporary certificated employee is a person who is employed in a certificated position that:

3.4.1.1 is regularly filled by a tenured employee who is temporarily absent, and

3.4.1.2 in a position for more than a 60% workload, and

3.4.1.3 who has not obtained a first-year contract, a second-year contract, or tenured status.

3.5 Overload Employees

3.5.1 An overload employee is a person employed in a full-time (100%) position and who is employed for any assignment for extra pay in excess of the full-time (100%) regular assignment.

3.6 Other Certificated Regular Employee

3.6.1 An other certificated regular employee is a person who is employed in a position that does not require a credential that authorizes service in a California community college and who has employment rights different from that required by Education Code for employee categories 1.1 and 1.2. i.e., children's center employee.

4.0 Salary Schedule

All certificated employees will be paid according to earned step and class placement on the appropriate certificated salary schedule which is negotiated with the exclusive bargaining agent.

4.1 Under unusual circumstances, exceptions to step placement may be made by the Chancellor providing that any such adjustment shall result in increased compensation.

5.0 Eligibility for Step Placement Adjustments on Certificated Salary Schedule A

5.1 Regular certificated employees, part-time contract/tenured certificated employees, and temporary certificated employees employed by the District before July 1, 1980, and with continued employment and/or rights Fall Semester 1980, will retain step placement on the Certificated Salary Schedule A until additional step placement is earned in accordance with this Article, Section 5.3 or 5.4.

5.2 Effective July 1, 1980, all certificated employees who meet the requirements for placement on the Certificated Salary Schedule A and who do not qualify for placement as provided in Section 5.1 of this Article will be placed initially at the appropriate step based on experience.

5.2.1 Appropriate step shall be determined on documentation on past teaching/occupational experience submitted at the time the employee is processed for employment and prior to Board action.

5.3 One step placement service credit shall be granted beginning each fiscal year following the completion of a full-time (100%) assignment, excluding summer, with the Los Rios Community College District. Full-time assignment is completion of between 28 to 32 formula hours.

5.4 Step placement service credit shall be granted for less than full-time (100%) certificated staff beginning the semester following the completion of each 30 instructional formula hour block or an equivalent for non-teaching certificated employees for work completed at Los Rios.

5.5 In cases of promotion, Children's Center employees shall be moved to the step of the appropriate class having the next higher dollar amount or to the step that results in at least a 4% salary increase.

6.0 Eligibility for Step Placement Adjustments on Certificated Salary Schedule B

6.1 Effective July 1, 1980, part-time temporary certificated employees, full-time (100%) regular certificated employees employed for overload assignments and full-time (100%) temporary certificated employees employed for overload assignments shall be placed at Step 1 on the Certificated Salary Schedule B.

6.1.1 One step placement service credit shall be granted, effective the semester following the completion of each block of 30 formula hours of work performed on or after July 1, 1980 at the Certificated Salary Schedule B rate. (Only work performed at Los Rios at the Schedule B rate counts towards Schedule B service credit.)

6.1.2 Schedule step credit, once earned, will not be forfeited unless there is a voluntary break in service of more than two years. Failure to accept a written offer of assignment constitutes a voluntary break in service.

6.1.3 All written offers of employment on Salary Schedule B shall be accompanied by either an hourly salary schedule, or a semester salary schedule by percent of FTE.

7.0 Eligibility for Class Placement Adjustments on Appropriate Certificated Salary Schedule

7.1 Except for Children's Center employees, all certificated staff employed by the District before July 1, 1980, and with continued employment and/or rights Fall Semester 1980, will retain class placement on the appropriate certificated salary schedule until additional class placement is earned in accordance with Article 2, Section 7.3.

7.2 Except for Children's Center employees, all certificated staff initially hired by the District after July 1, 1980, shall be placed at the appropriate class based on education on the appropriate certificated salary schedule.

7.2.1 Appropriate class shall be determined on documentation of educational achievement submitted at the time the employee is processed for employment and prior to Board approval.

7.3 Except for Children's Center employees, effective July 1, 1980, all certificated staff members shall be granted additional class placement credit for upper division class units and advanced degrees completed at a college or university fully accredited by the Western Association of Schools and Colleges, Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Southern Association of Colleges and Schools, and Northwest Association of Schools and Colleges as follows:

7.3.1 Class I - Senior Learning Advisor II, AA Degree and a valid Children's Center Permit.

7.3.2 Class II - Senior Learning Advisor I, AA Degree and a valid Children's Center Permit.

7.3.3 Class III - Head Learning Advisor, AA Degree and a valid Children's Center Permit.

7.3.4 Class IV - Children's Center Manager, AA Degree and a valid Children's Center Permit.

7.3.5 Class V - Less than a Master's Degree; a Bachelor's Degree but less than 30 semester units completed beyond a Bachelor's Degree; or less than a Bachelor's Degree and an appropriate and valid credential authorizing service at the community college level.

7.3.6 Class VI - Master's Degree or 30 semester units beyond a Bachelor's Degree and an appropriate and valid credential authorizing service at the community college level.

7.3.6.1 An instructor in the vocational/technical area who possesses a valid, 100%, life credential for vocational subjects, will be granted the equivalency of a master's degree.

7.3.6.2 Years of experience used to obtain the vocational credential cannot also be used for step placement.

7.3.7 Class VII - Master's Degree and 24 semester units beyond a Master's Degree or Bachelor's Degree and 54 semester units beyond a Bachelor's Degree and an appropriate and valid credential authorizing service at the community college level.

7.3.7.1 An instructor in the vocational/technical area who possesses a valid, 100%, life credential for vocational subjects, will be granted the equivalency of a master's degree.

7.3.7.2 Years of experience used to obtain the vocational credential cannot also be used for step placement.

7.3.8 Class VIII - Master's Degree and 48 semester units beyond a Master's Degree, or Bachelor's Degree and 78 semester units beyond a Bachelor's Degree, and an appropriate and valid credential authorizing service at the community college level.

7.3.9 Class IX - In addition to meeting all requirements in Class VIII, the possession of an earned Doctoral Degree under the following provisions and those in Section 7.3 of this Article:

7.3.9.1 - Doctoral Degrees must be earned in a field directly related to the initial assignment.

7.3.9.2 - For employees employed by the District prior to June 30, 1980, credit for Doctoral Degrees in a field unrelated to their current assignment shall not be given unless approval is granted by the Chancellor prior to enrollment in the doctoral program.

7.3.9.3 - Employees employed by the District prior to June 30, 1980, and enrolled in a doctoral program prior to June 30, 1980, shall be given credit by the District for the Doctoral Degree when earned.

7.4 Children's Center employees shall not be eligible for class placement adjustment without a promotion.

7.5 Effective July 1, 1980, all certificated staff who have received step adjustments based on paid occupational experience shall not receive additional class placement credit for units awarded by state colleges and universities for that occupational experience.

Effective July 1, 1981, vocational instructors who have received a 100% life credential based on years of experience cannot use the same years for step advancement.

7.6 Faculty members are encouraged and expected to make continuous professional progress while members of the Los Rios certificated staff. A Professional Growth Committee shall be established to determine criteria that are mutually agreeable for granting credit for professional growth units and accepting lower division units from fully accredited institutions as named in Section 7.3. Professional growth unit credit and units for lower division classes shall be approved by the Director of Certificated Personnel or designee prior to beginning professional growth or course work.

7.6.1 The Committee shall be composed of the following:

...Three members of the District Senate Council or designee;

...The Vice Chancellor of Educational Services (Chair) or designee;

...Two members of the management staff appointed by the Chancellor or designee.

7.6.2 In the event that the committee is unable to recommend criteria by the beginning of any Fall Semester, the Vice Chancellor of Educational Services will establish the criteria.

7.6.3 Effective July 1, 1980, no professional growth units or credit for lower division courses shall be recognized for class advancement until the criteria for qualifying for credit is established.

8.0 Certificated Salary Step and Class Placement Adjustments

8.1 Certificated employees who have academic year schedules and who are currently employed by the District shall have class placement adjustments made effective at the beginning of Fall Semester. Certificated employees who have fiscal year schedules and who are currently employed by the District shall have step placement adjustments made effective July 1.

8.2 For certificated employees who have academic year schedules to receive class placement adjustments, evidence of work completed must be on file by September 1, for adjustment to be effective for the academic year. For certificated employees who have fiscal year schedules to receive class placement adjustments, evidence of completed work must be on file by July 1 for adjustment to be effective for the fiscal year. Evidence shall be documents issued by the fully accredited institutions and certificated staff members shall certify accuracy. Official copies of college transcripts and/or advanced degrees must be on file in the District Personnel Office sixty (60) days after the class placement adjustment becomes effective. Certificated employees' salaries shall be adjusted after that sixty (60) day period has expired to the level of compensation commensurate with credit officially verified. Credit will be given in accordance with the dates described in Sections 5.4, 6.1.1 and 8.1 for verification received after the 60-day verification period has expired.

8.3 For employees currently employed by the District who gain a change in status, official copies of college transcripts and/or advanced degrees and/or occupational experience must be on file in the District Personnel Office within sixty (60) days after the first day of employment with the District or after the change in status. After that period has expired, credit will be given in accordance with the dates described in Sections 5.4, 6.1.1 and 8.1.

8.4 For certificated employees new to the District, official copies of college transcripts and/or advanced degrees and/or occupational experience must be on file in the District Personnel Office within sixty (60) days after the first day of employment with the District or after the change in status. After that period has expired, credit will be given in accordance with the dates described in Sections 5.4, 6.1.1 and 8.1.

ARTICLE 3: FRINGE BENEFITS AND RETIREMENT

1.0 Health/Medical/Dental Insurance

The District shall provide coverage for health/medical insurance for members of the unit through plans recommended by the unit representatives on the Insurance Review Committee and adopted by the District. For District contributions, see Appendix B.

1.1 For part-time members of the unit working less than fifty percent (50%) of full-time, the District shall contribute on a prorata percentage basis the percentage of part-time to full-time monthly contribution rate.

1.2 The District will pay the stated contribution for the employee as long as he/she remains in paid status. Premium contribution for nine, ten, and eleven-month employees will be paid by the District during regular non-pay months.

1.3 Unit members who terminate employment by other than retirement may continue in the District health/medical policies of the District in accordance with policy provisions at the member's own expense.

2.0 Dental Insurance

The District shall provide coverage for dental insurance for members of the unit through plans recommended by the unit representatives on the Insurance Review Committee and adopted by the District. For District contributions, see Appendix B.

2.1 For part-time members of the unit working less than fifty percent (50%) of full-time, the District shall contribute on a prorata percentage basis the percentage of part-time to full-time monthly contribution rate.

2.2 The District will pay the above-stated contribution for the employee as long as he/she remains in paid status. Premium contribution for nine, ten, and eleven-month employees will be paid by the District during regular non-pay months.

2.3 Unit members who terminate employment by other than retirement may continue in the District dental policies in accordance with policy provisions at the member's own expense.

3.0 Disability Income Protection

3.1 The District shall maintain a policy of disability income protection for members of the unit working fifty percent (50%) or more of regular, full-time workload.

4.0 Reimbursement for Premium Advanced.

4.1 Nine, ten, and eleven-month employees who terminate their employment after July 1, shall reimburse the District for the District's contribution rate for periods covered beyond July 1. For employees who retire, the rate shall be adjusted in accordance with terms of this Agreement.

5.0 Health Care Benefit for Retirees

The District shall make monthly contributions for full-time regular members of the bargaining unit, who have seven immediate prior years of service with the District at the time of retirement and who retire during the term of this contract based upon the following schedule beginning October 1, 1981:

	Retiree Only Covered by Kaiser or Foundation Health Plan	Retiree Only Covered by Blue Shield
Retiree Age 55-59 (50% Premium)	$41.11	$41.11
Retiree Age 60-64	$41.11	$50.00
Retiree Age 65+ Medicare Supplement "A & B"	$28.93	$35.00
For Non-Medicare Covered Retirees	$41.11	$41.11

The amount of the District contribution toward Retiree health care benefits may exceed the above schedule if such increase is a result of policies publicly adopted by the Board of Trustees. Retirees are bound by their choice of plan made during the open enrollment period just prior to retirement and must participate continuously in the plan in order to continue the benefit. Qualifying unit members who are employed as of May 15, 1984, shall continue to have the above options available (until June 30, 1986) with service for three immediate prior years at the time of retirement.

6.0 Pre-Retirement Program

6.1 Full-time certificated employees approaching retirement may apply for partial employment for up to five years immediately preceding final retirement. In order to participate in this program, certifificated employees must meet the following requirements:

6.1.1 The employee must have been a certificated employee of the District for at least ten years of which the immediately preceding five years were full-time employment as defined by the State Teachers Retirement System (STRS).

6.1.1.1 The participant must be a non-administrative certificated employee.

6.1.2 When beginning the program, the employee must be at least 55 years of age and no more than 64 years of age.

6.1.3 At the time of electing to be partially employed, the employee must submit a letter requesting his/her full retirement and agreeing to terminate his/her services with the District at the conclusion of the pre-retirement program not withstanding Section 6.1.2 above. This agreement of full retirement and termination shall be non-revocable except at the discretion of the Board of Trustees.

6.2 Participation in the pre-retirement program requires a reduction in the certificated employee's work assignment and a prorata reduction in the yearly contract salary. The minimum assignment shall be one-half the number of days of service required by the certificated employee's yearly contract for the last year of full-time employment. Participants in the pre-retirement program shall receive their assignments in a manner similar to that of full-time certificated employees and participate as though part of the full-time staff. This participation shall include maintaining on the days of assignment a proportionate share of the normal workload and responsibilities of a certificated non-administrative employee.

6.3 Standard District-paid benefits shall be maintained for participants in the pre-retirement program as though they were full-time employees, including District contributions to the State Teacher's Retirement System equal to the amount which would have been contributed had the certificated employee remained in full-time employment. Optional benefit plans may be continued by the employee's making required payments not otherwise paid by the District.

6.4 Eligible certificated employees may apply for the pre-retirement program by contacting the District Personnel Office. Applications must be received by March 1 for the fall semester or by September 15 for the spring semester.

6.5 Certificated employees participating in the program may be assigned, at District discretion, as a minimum:

6.5.1 100 percent one semester and 0 percent the second semester.

6.5.2 50 percent each semester; or

6.5.3 Any assignment which will average 50 percent for two semesters of any academic year.

6.6 Pre-retirement program participants shall make payments for their share of retirement contributions and fringe benefits and any optional benefits via payroll deduction or direct payment as arranged with the District Business Services Office.

ARTICLE 4: LEAVES WITH PAY

The District shall grant paid leaves of absence to contract/regular certificated employees for: (a) bereavement purposes (Section 7), (b) sickness (Section 3) (c) industrial accident or illness (Section 5), (d) judicial appearances (Section 10), (e) quarantine (Section 6), (f) personal necessity (Section 4), (g) jury duty (Section 9), (h) exchange teaching (Section 13), (i) critical illness (Section 8), (j) sabbatical/professional development (Section 12), and (k) personal business (Section 11), subject to the conditions set forth in the following sections. The District shall grant paid leaves of absence to temporary full and part-time faculty members for: (a) bereavement purposes, (b) sickness, (c) industrial accident and illness, (d) personal necessity, and (e) quarantine, subject to the conditions set forth in the following sections.

1.0 General Conditions

1.1 Notification to Administrative Officer. The employee shall notify the appropriate dean or college president of the reason for the leave and the amount of time to be involved. When the absence cannot be anticipated in advance, the appropriate administrative officer shall be notified of the reason for the absence and the estimated time required at the employee's earliest reasonable opportunity.

1.2 The Administrative officer may require documentation supporting the employee's need for absence.

1.3 Report of Absence. Upon termination of absence, the employee shall complete the report of absence form stating the reason for absence.

1.4 Gainful Employment Disallowed. An employee shall not be allowed to undertake any gainful employment while absent unless specifically authorized by the Board of Trustees. The employee may be required to certify that he/she was not gainfully employed.

1.5 Salary Compensation. Employees who are absent from work during required periods of service shall be entitled to salary compensation during the period of such absence as expressly provided by this agreement.

1.6 Failure to Return to Duty. A certificated employee who fails to return to duty upon completion of a leave of absence may be dismissed by the District unless such certificated employee was unable, due to causes beyond his/her control, to return to duty, in which event the certificated employee may report the circumstances as soon as he/she is able to do so.

1.7 Effect of Paid Leave on Continuity of Service. Periods of paid leave shall not be considered a break in service; however, time spent on paid leaves does not count as time in service for change in classification from contract to regular nor toward seven consecutive years to qualify for sabbatical leave.

2.0 Definitions

2.1 Absence. Time away from working duties during required periods of service.

2.2 Authorized Absence. Absence which is taken in accordance with this agreement.

2.3 Administrative Officer. For the purpose of notification of absence or leave, the appropriate dean or the college president is the administrative officer on the campus.

2.4 Immediate Family. Mother, mother-in-law, father, father-in-law, grandparent, grandchild of the employee and spouse; husband, wife, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt and uncle of the employee; or any person living in the immediate household of the employee.

2.5 Industrial Accident or Illness. Illness or injury which is supported by a physician's or approved practitioner's certificate which qualifies under State Workman's Compensation Insurance as being work-connected.

3.0 Sick Leave

3.1 Compensation. Sick leave shall be available for all certificated employees after the first day the employee reports for work in each fiscal or school year.

3.2 Accrual of Paid Sick Leave. Certificated employees shall earn paid sick leave as follows:

3.2.1 Ten month full-time employees shall be entitled to ten days of paid sick leave for each school year earned at a rate of one day per month.

3.2.2 Twelve month full-time employees shall be entitled to twelve days of paid sick leave for each fiscal year earned at a rate of one day per month.

3.2.3 Part-time certificated employees shall be entitled to paid sick leave in proportion to the ratio of their work hours and work months to full-time certificated employment.

3.3 Unused sick leave may be accrued indefinitely and upon retirement will be added (based on STRS formula) to retirement benefits.

3.4 Employees on leave of absence for reasons other than illness or injury will maintain accrued paid sick leave but, with the exception of sabbatical leave, will not earn additional paid sick leave during the period of leave.

3.5 Payment of Paid Sick Leave. The employee shall be paid at the regular salary rate during the period he/she is using accrued paid sick leave. An employee who has used all accrued sick leave will be advanced as much sick leave as the person could earn during the remainder of the academic year.

3.5.1 If absence because of illness or injury extends beyond the foregoing allowance, the employee will be paid the difference between his/her regular salary and that of the substitute (whether one is hired or not), commencing with the date that the paid sick leave terminated and ending five months after the original absence. This benefit is available to the employee whether or not he/she is placed on long-term personal leave for health reasons by the governing board.

3.6 If an employee leaves the service of the District after having been paid more sick leave than has been earned, a deduction for such excess sick leave pay shall be made or recovered from the final salary payment.

3.7 Transfer of Sick Leave. A certificated employee who has completed at least one year of service in another California public school district shall have accumulated sick leave transferred to this District should he/she accept employment with this District during the following year if not dismissed for cause.

3.8 Use of Sick Leave for Maternity/Paternity Reasons

3.8.1 An employee shall have the right to utilize accrued sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The employee will submit to the appropriate dean a doctor's statement verifying the period of time (with beginning and ending dates) that the employee was temporarily disabled.

3.8.2 A faculty member shall have the right to utilize up to ten (10) days of earned sick leave for absences necessitated by reasons listed in 3.8.1 or to care for his/her newborn child, or the mother of his newborn child, without prior medical verification. Whenever possible, members shall give advance notice of utilization of this leave.

3.8.3 A faculty member who is adopting a child shall have the right to utilize ten (10) days of accrued sick leave for the purpose of caring for the needs of a newly adopted child.

ARTICLE 4: LEAVES WITH PAY

4.0 Personal Necessity Leave

4.1 Six days of accrued sick leave may be used during any academic year by the employee in cases of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends.

4.2 The employee shall submit written request for personal necessity leave to the college president prior to the requested leave (except as noted in 4.3). Approval for the leave must be received from the president prior to commencement of the leave.

4.3 The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

4.3.1 Death or serious illness of a member of his/her immediate family.

4.3.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

4.3.3 Imminent danger to home of employee when the danger requires the attention of the employee during his/her assigned hours of duty.

Such danger may be occasoned by flood, fire, earthquake or be of other serious nature, and under the circumstances cannot reasonably be disregarded by the employee.

4.4 Additional Uses of Personal Necessity Leave. These six days of accrued sick leave may be used by employees to supplement:

4.4.1 Critical illness leave

4.4.2 Judicial appearance leave when employee is required to appear as a litigant or as a witness when the appearance is not brought about by the connivance or misconduct of the employee.

4.4.3 Bereavement leave

4.4.4 Personal business

4.5 The employee must submit a completed employee report of absence form in duplicate to the immediate supervisor upon returning to service.

5.0 Industrial Accident and Illness

5.1 The District will maintain insurance for the benefit of the certificated employee who sustains a personal injury in the performance of the job assigned by the District. Industrial accident or illness is defined as an illness or injury supported by a physician's or recognized practitioner's certificate and qualifying as being work-connected in this District.

5.2 Certificated employees shall be granted industrial accident and illness absences with full pay for each such accident or illness. Allowable leave shall not exceed sixty (60) working days for the same accident. Allowable leave shall not be cumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness ocurred.

5.3 Industrial accident or illness absence shall commence on the first day of absence from work and shall be reduced by one day for each day of authorized absence regardless of any temporary disability award.

5.4 During industrial accident and illness absence, the employee must remain within the State of California, unless specifically authorized to travel elsewhere by the Chancellor.

5.5 Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor.

5.6 Should an employee sustain a personal injury on a job with this District, the employee shall notify his/her supervisor as soon as is reasonably possible.

5.7 Benefits cannot be paid to an injured employee unless the report of the accident has been filed by the employee with the supervisor and the employee has been examined by a physician or recognized practititioner within a reasonable time after symptoms have been observed.

5.8 The District has the right under terms and conditions of the District insurance program to have the employee examined by a physician or recognized practitioner designated by the District to assist in determining the length of time during which the employee will temporarily unable to perform assigned duties and the degree to which a disability is attributable to the "injury or illness involved."

5.9 When entitlement to industrial accident/illness leave has been exhausted, entitlement to earned sick leave will then be used.

5.10 If an employee is receiving a compensation award, the person shall be entitled to use only as much of sick leave as, when added to the compensation award, will provide for a regular day's pay.

5.11 During any paid industrial accident and illness absence, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary less normal retirement and other authorized contributions.

5.12 All disputes arising in compensation cases shall be remedied according to law.

6.0 Quarantine Leave

6.1 An employee whose place of residence is quarantined by county health officers shall receive salary entitlement during the period of enforced quarantine. If the employee is not ill, no deduction will be made from accrued sick leave.

7.0 Bereavement Leave

7.1 Each certificated employee shall be granted necessary time off with salary entitlement not to exceed three days, or five days if out-of-state travel is required, in the event of the death of any member of the employee's immediate family. (Refer also to personal necessity leave.)

8.0 Critical Illness Leave

8.1 Contract/regular employees shall be granted three days per year salary entitlement in the case of critical illness or accident of a member of the immediate family.

8.2 The District may require the employee to attach to the report of absence forms a written statement from the attending physician or recognized practitioner attesting to the need of the employee to be present during the period of critical illness of the immediate family. (Refer also to personal necessity leave)

9.0 Jury Duty Leave

9.1 A contract/regular employee who is called for jury duty will be granted a leave of absence with salary entitlement for such daily time as is necessary to complete jury obligation.

9.2 The employee will notify his/her administrative officer of the notice to appear for jury selection.

9.3 Payment for Services While a Juror. The employee serving as a member of a jury will receive salary entitlement from the District provided the employee signs over and remits all compensation received during the paid leave of absence for such jury duty, exclusive of mileage, meals, and lodging, to the District.

10.0 Judicial Appearance

10.1 One day of leave will be allowed for a contract/regular employee to make a mandatory court appearance, as a litigant, or as a witness when the appearance is not brought about by the connivance or misconduct of the employee. (Refer also to personal necessity leave)

11.0 Personal Business

11.1 Each full-time contract/regular employee may be granted the necessary time off, not to exceed two days per year, to resolve business-type matters which require attention during work hours and which are the responsibility and rightful concern of the individual. Absence credit for personal business does not accrue from one year to the next. (Refer also to personal necessity leave)

11.2 The instructor who takes personal business leaves assumes the responsibility of presenting to students the material missed as a result of the absence.

12.0 Professional Development Leaves, Types A and B
(See Chart of Professional Development Leaves, Appendix C)

12.1 Nature and Purpose. These leaves provide release from regular duties to enable unit members to respond to changing educational conditions and student needs. These leaves allow time for unit members to engage in studies, projects, or other beneficial activities which can not be better completed as part of their regular responsibilities.

12.2 Duration of A and B Leaves

12.2.1 Type A is leave of one semester at full pay or one year at half pay.

12.2.2 Type B is leave at full pay of up to 100% reassigned time for up to one year in duration.

12.2.3 Leaves shall normally commence at the beginning of a semester.

12.3 Eligibility for A and B Leaves

12.3.1 Any certificated employee who has satisfactorily completed a sequence of seven full years of service with the District is eligible to apply for a Type A leave.

12.3.2 Any certificated employee who has satisfactorily completed a sequence of three full years of service with the District is eligible to apply for a Type B leave.

12.4 Criteria for A and B Leaves

Applications for leaves will be considered according to one or more of these categories:

12.4.1 Retraining of applicant to allow for future new assignment in a needed area as determined by District priorities.

12.4.2 Studies, projects, or activities that provide staff with opportunities to upgrade skills and knowledge for current or future assignments.

12.4.3 Studies, projects, or activities for the improvement of curriculum, educational delivery systems, student personnel services, or other support services.

12.4.4 Studies, projects, or activities for development or revision of certificate or degree programs.

12.4.5 Studies, projects, or activities related to feasibility or revision of new or existing programs.

12.4.6 All categories shall be regarded as equal in value; applications falling within any one or more categories shall be considered equal in rank.

12.5 Application Procedures for A and B Leaves

12.5.1 Eligible certificated staff will apply on standard forms to the campus Professional Standards Committee.

12.5.2 Each application must be accompanied by the following:

12.5.2.1 An outline of the planned program containing a statement of purpose and objectives, and a detailed description of the activities proposed, and budget or resources support.

12.5.2.2 An appropriate method of evaluation.

12.5.2.3 A plan for sharing the results of the studies, projects, or activities.

12.6 Selection of Candidates for A and B Leaves

12.6.1 The Professional Standards Committee will review all non-administrative applications and submit its recommendation to the college president. The president's recommendations will be sent to the Chancellor for presentation to the Board of Trustees in November and April. Should the president disagree with the committee's selection, the reasons shall be given in writing and forwarded to the committee within two weeks after submission. Any certificated employee who is recommended for a leave by the campus Professional Standards Committee and is not recommended by the college president or the Chancellor shall have the full rights to appeal to the Board.

12.6.2 The primary factors to be considered in evaluating a request for leave will be:

12.6.2.1 The relative potential benefit to the college, the students and the certificated employee making the request.

12.6.2.2 The applicant's high level of performance of duties.

12.6.3 The final selection among recommended candidates shall rest with the Board of Trustees.

12.7 Process of Reporting for A and B Leaves

12.7.1 Within three months after returning to regular duties, the recipient shall submit a report, to be reviewed by the campus Professional Standards Committee. This committee will, in turn, forward the report to the president for transmittal to the Chancellor.

12.7.2 The recipient's report will include methods for sharing the results of studies, projects, or activities with colleagues, the campus, and the community, where appropriate.

12.7.3 A copy of the report will be filed at the campus library and in the Chancellor's office.

12.7.4 A self-evaluation will be filed at the end of one year following return from leave with the Professional Standards Committee.

12.8 Number of A and B Leaves Per Year

12.8.1 In any one year at least six (6) unit members shall be granted Type A leaves. The minimum full-time equivalent (FTE) total of Type B leaves granted shall be at least four (4) FTE annually. Leaves of Type A and Type B may be granted annually by the District up to a combined total number of leaves which equals that number which is two percent (2%) of the FTE in the bargaining unit.

12.8.2 If a campus does not recommend its minimum allocation of candidates in a given year, it may request Board approval to carry the remaining minimum leave openings to the following year.

12.9 Service Agreement with the District for Type A Leaves

12.9.1 The applicant shall agree in writing to serve the District for a period of time which is equal to twice the period of the leave immediately after the completion of the leave.

12.9.1.1 If this agreement is not fulfilled, the applicant shall be required to repay to the District an amount which bears the same proportion to the total compensation received as the amount of time which was not served bears to the total amount of time agreed upon.

12.9.1.2 This obligation shall be cancelled if death or permanent disability prevents fulfilling the terms of the contract.

12.9.2 Employees on leave for one year who did not sign an agreement will be paid for the leave in two equal installments, the first at the end of the first year following return to duty and the second at the end of the second year. Employees who were granted a leave for less than one year and did not sign an agreement will be paid in a single installment at the end of the first year following return to duty.

12.10 Salary While on A or B Leave

12.10.1 For Type A leave the employee may be paid full salary for a one semester leave or half salary for a one year leave. The salary shall be paid in the same manner as if the employee were performing regular duties in the District.

12.10.2 For Type B leave the employee shall be paid for release time granted in the same manner as if the employee were performing regular duties in the district.

12.11 Benefits While on A or B Leave

12.11.1 The employee shall receive the same benefits granted to full-time regular employees. The leave shall be considered as time in service with the District for salary schedule purposes providing all requirements of the leave are met. It shall be credited for retirement purposes as governed by the policies of the State Teachers' Retirement System. Retirement deductions will be made in proportion to the salary received.

12.12 Credit for Work Completed During A or B Leave

12.12.1 Academic credits or credentials earned or degrees awarded, research or work experience accomplished during leave shall be applied toward salary classification and professional growth requirements in accord with existing District policies.

13.0 Professional Development Leave, Type C

13.1 Eligibility for Leave

Unit members who teach overloads without additional compensation shall accrue credit toward a professional development leave at the percentage rate that Salary Schedule B bears to Schedule A, at Step 1, Class V, multiplied by the FTE overload assignment.

13.2 Duration and Timing of Leaves

13.2.1 Leaves must be taken in either half- or full-year increments.

13.2.2 The semester or year selected must be mutually agreeable to unit member and District, based on the educational program and staffing needs of the college.

13.2 Application for Leave

13.3.1 The unit member shall apply for a Type C leave on a standard form provided by the District.

13.3.2 The application shall be reviewed by the College President and forwarded to the Director, Certificated Personnel.

13.4 Salary and Benefits

Salary while on a Type C leave shall be at the unit member's appropriate step on Schedule A. Regular benefits will be continued. Type C leaves are exempt from 1.4 of this Article.

13.5 Service Agreement

There is no service requirement upon completion of a Type C leave.

13.6 Reinstatement Upon Return from Leave

Upon returning from leave the employee shall, unless otherwise agreed, be reinstated in the position held at the time the leave began or an equivalent position.

14.0 Professional Development Leave, Type D (Difference-in-Pay Leave)

14.1 Eligibility

A unit member shall be eligible for a difference-in-pay leave if he/she has served full-time for seven years and at least three years after any previous full-time professional development leave.

14.2 Application

Projects for Type D leaves may be identified by either the unit member or by management. The unit member shall submit an application to the College President for the President's approval. The application shall include a statement of purpose for the leave and a description of a proposed project. The Area Dean shall provide a statement regarding the possible effect of the leave on student needs and educational program.

14.3 Salary

The salary for a difference-in-pay leave for a unit member shall be the difference between the unit member's salary and the salary at Class VI, Step 6, Schedule A.

14.4 Benefits

The leave shall be considered as time in service with the District for salary schedule purposes, provided all requirements of the leave are met. The District will not pay health and dental insurance premiums, but the employee may continue his/her participation in the group plans by paying the District the cost of the premiums. Sick leave will not be accrued during the period of the leave.

14.5 Service Agreement

The unit member shall agree in writing to serve the District for one year following a Type D leave. At the option of the District, this requirement may be waived.

15.0 Professional Development Leave, Type E (Retraining Leave)

15.1 Purpose

15.1.1 Type E leaves provide retraining opportunities for unit members to prepare for future new assignments in new areas as determined by college and District priorities.

15.1.2 Type E leaves also provide opportunities for study in order to update or upgrade skills for current or future assignments.

15.2 Number of Leaves

A total of up to 2 FTE of Type E leaves may be assigned each year within the District. Leaves which are not used in one year shall not be carried forward to the subsequent year.

15.3 Eligibility for Type E Leave

A unit member who has satisfactorily completed seven years of service with the District is eligible to apply for a Type E leave. At least seven years must have elapsed since the last full professional development leave.

15.4 Application Procedure for Type E Leaves

15.4.1 The College President or District may indicate areas where retraining is needed.

15.4.2 Eligible staff shall apply to the College President for Type E leave. The application shall include a statement of the retraining goal, plus specifics regarding the courses or training activities to be undertaken to achieve this goal.

15.4.3 The application shall include a statement from the appropriate Area Dean(s) and full Dean(s) regarding the probable future assignments of the faculty member.

15.4.4 The College President's recommendations will be forwarded to the Chancellor or designee for presentation to the Board.

15.5 Service Agreement

The applicant shall agree in writing to serve the District for two years following a retraining leave. At the option of the District, this requirement may be waived.

15.6 Salary and Benefits

While on a Type E leave, unit members shall receive salary and benefits as if fully employed, and shall receive service credit for salary advancement and retirement.

15.7 Process of Reporting

While on a retraining leave, unit members shall submit brief progress reports quarterly. A final report shall be submitted to the College President within three months after returning to the District.

16.0 Exchange Teaching

16.1 Upon the recommendation of the Chancellor and approval by the Board of Trustees, a leave of absence of not more than two consecutive semesters may be granted to a permanent full-time certificated employee for exchange teaching.

16.1.1 Exchange teaching leaves shall normally commence with the beginning of a semester.

16.2 Service Agreement with the District. The applicant shall agree in writing to serve the District for at least one year for each semester of exchange leave upon completion of the exchange teacher assignment.

16.2.1 If this agreement is not fulfilled, the applicant shall be required to repay to the District an amount plus 6% interest which bears the same proportion to the total compensation received as the amount of time which was not served bears to the total amount of time agreed upon.

16.3 Salary and Status. While in the exchange position, his/her salary as prescribed in the Education Code will be paid by the Los Rios Community College District in the same amount as if he/she were teaching classes in the District.

16.3.1 Exchange teaching assignments shall be considered as time and service in the District for salary schedule placement and retirement purposes.

16.4 Application. Application for leave must be sent to the College President and forwarded to the District Personnel Office as early in the school year as possible, but not later than February 15 of the year previous to the leave.

16.5 Insurance Premiums. During the exchange teaching leave, the District shall pay the same portion of the employee's health and dental insurance premiums as is paid for other full-time certificated employees and make retirement contributions on salary paid to the instructor.

17.0 Foreign Educational Employment Leave

Employees on Foreign Educational Employment Leave whose one-year leave covers portions of two academic years shall earn one salary increment if the actual service to the District equals 75% of the required services days for one year within the two-year period.

18.0 Cancellation of Paid Leaves

18.1 If the leave cannot be completed as approved, the leave will be cancelled unless a suitable alternative program without substantive changes can be developed which is acceptable to the administration.

18.2 The college will attempt to reassign the instructor as a regular full-time employee during a period for which leave has been requested and approved.

19.0 Reinstatement Upon Return from Leaves

19.1 Upon returning from leave the employee shall, unless otherwise agreed, be reinstated in the position held at the time the leave began, or an equivalent position, unless the purpose of the leave is to qualify for a new assignment.

1.0 All regular unit members shall be eligible for consideration for leaves without pay.

2.0 Leaves without pay are categorized either as:

Category A - Leaves without pay or portions of leaves without pay which the District is required to grant as prescribed by law, such as military service leaves; or

Category B - Leaves without pay or portions of leaves without pay which the District has the option of granting under law.

3.0 Except as otherwise required by the Education Code, all leaves without pay are granted at the option of the District.

4.0 Applications for leaves without pay may be made for any lawful purpose, as provided by Section 87764 of the Education Code. The member will submit the application to the immediate supervisor. Within 15 working days after the member submits the application the member shall be notified of management's recommendation to the Board. Within five working days after the Board decision, the member will be notified of the action taken.

5.0 The application for a leave without pay shall state the nature of the activities that the member will pursue while on leave and the duration of the leave.

5.1 In the event the activities are of such a nature as to be generally regarded as confidential the applicant may state "confidential" on the application, with the understanding that he/she will be required to present the reasons verbally to the approving authorities.

5.2 In all cases, any primary gainful employment to be undertaken during the leave must be indicated on the application.

6.0 The period for a leave without pay shall not exceed twelve months per approval. The Board, at its discretion, may extend the leave upon consideration of renewal applications to be submitted within a time period to be not earlier than ninety (90) days nor later than sixty (60) days prior to the termination of the then current approved period.

7.0 Failure to return to duty within ten (10) working days of the expiration of an approved leave is to be considered by all parties an automatic resignation by the member from employment with the District. Should a member encounter an emergency which makes it impossible for the member to report for duty within ten (10) work days of the expiration of an approved leave covered by this article the member may petition the Chancellor for reinstatement. The Chancellor will make a recommendation on the petition to the Board of Trustees. The decision of the Board of Trustees relative to accept or denying the petition for reinstatement shall be final.

8.0 Extension of fringe benefits not to exceed the limits permitted by the insurance and program carriers shall be at the expense of the member, except as provided elsewhere herein.

9.0 Members who take leaves without pay for the expressed purpose of improving their work performance and/or the improvement of services to the student may apply at the time of the application for leave for consideration of fringe benefit expenditure reimbursement. The reimbursement, if granted by the District, would be paid at the end of the first complete semester worked for the District by the member after completing the leave and would be contingent upon demonstration of achievement at least to the level established as the goal in the application.

10.0 Credit for annual increment will be earned during the period of leave without pay providing the following conditions are met:

10.1 The member's application states an intent to apply for the increment upon return and outlines the criteria for judging how the achievements are to be measured; and

10.2 The district acknowledges at the time of processing the leave request that it will grant the increment subject to full documentation of the criteria set forth in the leave application proposal; and

10.3 Upon return the member documents to the satisfaction of the District administration that the activities undertaken during the leave did prove to be directly related to his/her work responsibilities and are measurable as described in the application.

11.0 A unit member who is awarded a research grant shall be granted, upon written request, a leave of absence without pay for the period of the grant, providing he/she meets the following criteria:

11.1 Be a regular certificated employee during the period of the leave

11.2 Have been awarded a research grant:

11.2.1 Under the supervision of an accredited educational institution

11.2.2 By a governmental agency

11.2.3 By a foundation recognized for sponsoring of educational research

11.3 Have been awarded a grant which promises to:

11.3.1 Increase the recipient's understanding of his/her subject

11.3.2 Improve their teaching and contribute to their development as interpreters of the field of knowledge, and make a significant contribution to the instructional program of the District.

11.4 Be in a position for which an adequate replacement can be found or in a program which will not be interrupted.

12.0 Except in extraordinary circumstances such as but not limited to (a) changes in curriculum, (b) significant changes in student enrollments, (c) death of faculty member(s), (d) significant changes in District finances, et cetera, returning members shall be assigned to the same campus and position held prior to taking the leave.

Unit Member Workload

1.0 Definitions of Instructional Modes

1.1 The Lecture/Discussion Mode includes lectures and discussion/recitation types of classes; direct involvement of the unit member in the delivery of information and direction of class discussions; outside preparation by students, i.e. homework; tests, quizzes, and final examinations; student reports and projects submitted to the unit member for evaluation. Examples: social science, art history, and business law.

1.2 In the Lab/Shop/Clinic Mode, the unit member provides instruction and supervision of students in lab/shop/clinic settings. This mode includes activities such as tests, quizzes, final exams and student reports and projects submitted to the unit member for evaluation. Examples: chemistry, physics, biology, allied health, block scheduled hours and most courses in the vocational/ technical areas.

1.3 In Other Modes of Instruction, the unit member provides individual attention, supervision, counseling or any other form of professional service for the benefit of students in settings other than traditional labs, shops, clinics or classrooms. Other Modes of Instruction is limited to (a) the individuals who were named in the Certificated Specialist Salary/Workyear Understandings of March 12, 1980; (b) counselors, (c) librarians, and (d) college nurses.

1.4 In Facilitative Modes of Instruction, the unit member assists students by providing coordination of programs, child care center services, and all other activities not defined above.

2.0 Formula Hours

2.1 Unit member workloads shall be computed in formula hours.

2.2 A formula hour shall be defined as any one of the following:

2.2.1 Fifty (50) clock minutes of the Lecture/Discussion Mode of Instruction per week, per semester.

2.2.2 Seventy-five (75) clock minutes of the Lab/Shop/Clinic Mode of Instruction per week, per semester.

2.2.3 One hundred and forty (140) clock minutes of the Other Modes of Instruction per week, per semester equivalent. (e.g. 140(min) x 3(fh) = 420. 420/60 = 7 hour work day for a full time assignment)

2.2.4 One hundred and sixty (160) clock minutes of all Facilitative Modes of Instruction per week, per semester equivalent. (e.g. 160(min) x 3(fh) = 480. 480/60 = 8 hour work day for a full-time assignment)

3.0 Special Teaching Conditions

3.1 Team Teaching

3.1.1 Unit members participating in team teaching assignments will receive formula hour credit in proportion to the percentage of in-class involvement. When team-taught class sizes exceed the normal size of classes taught by individual unit members, the formula conditions specified in 3.3 (oversize classes) shall apply.

3.2 Use of Instructional Assistants

3.2.1 Formula hour workload assignments are not adjusted for classes assigned instructional assistants. The use of instructional assistants is intended to result in an increase in learning productivity or effectiveness equating to a higher WSCH generation.

3.3 Oversize Classes

3.3.1 Credit for oversize classes will be granted on the same basis as has been the practice on each campus during the 1978-79 and 1979-80 academic years.

3.4 Work Experience

3.4.1 Formula hour equivalents will be given on the following basis:

5-14 students enrolled - 1 formula hour
15-24 students enrolled - 2 formula hours
25-34 students enrolled - 3 formula hours

4.0 Preparations

4.1 Normally unit members will not be assigned more than 3 different course preparations per semester. Exceptions shall be by mutual agreements between unit members and supervisors.

5.0 Staffing Levels/Schedules/Overloads

5.1 Class schedules and class sizes other than Allied Health shall be arranged each semester to achieve a district average of 564-574 WSCH per FTE with assignments identified in instructional modes described in 1.1 and 1.2 above at the first census week, taking into consideration the rate of attrition between registration and the fourth week. The removal of Article 6, Section 5.7, of the previous agreement is not intended to alter the limitations contained in this section. The average WSCH per unit member for each college shall be set in annual budget guidelines. Consideration will be given in establishing the budget guidelines to the size of the college or offcampus center and to the nature and size of the program.

5.2 Class schedules and class sizes for Allied Health shall be arranged each semester to achieve a range consistent with legal/ accreditation constraints imposed upon the District by government or accreditation bodies external to Los Rios Community College District.

5.3 Schedules for each semester shall be planned to accommodate the needs of students and to efficiently utilize facilities. Before individual schedules and assignments are made, the currently employed unit members will be provided an opportunity to present, in writing, their preferences with regard to such things as courses to be taught, areas of responsibility, day and evening assignments, off-campus assignments, number of different course preparations, maximum number of consecutive formula hours per day and desire for overload. The area dean will consider the unit members' preferences in making schedules and assignments.

5.3.1 At the college level, a College Faculty Workload Committee shall determine the WSCH goals for each of the major subject areas, and the workload goals for other service areas, in order for the colleges to obtain the overall assigned workload goals.

5.3.1.1 The Committee shall be composed of the following:

-Dean of Instruction (or designee) and a minimum of four Area Assistant Deans appointed by the College President.

-An equal number of unit members appointed by the Federation.

5.3.1.2 In the event that the committee is unable to recommend area WSCH goals at least 60 calendar days prior to the scheduled completion of a semester's schedule planning sheets, the Dean of Instruction will set the area goals.

5.3.2 An Area Load Committee composed of the area assistant dean and a representative of each subject area (department spokesperson where appointed) will determine how each area will obtain the assigned WSCH goal by the College Faculty Workload Committee. If the committee fails to establish WSCH/FTE goals per subject area at least 15 calendar days prior to the scheduled completion of a semester's schedule planning sheet, the area assistant dean will set the area's WSCH goals.

5.4 No over-max cards shall be issued without the permission of the unit member whose class is affected.

5.5 No unit member shall be assigned more than one class for a given hour except by mutual consent.

5.6 Overload Assignments

5.6.1 Definition: An overload assignment is an assignment for extra pay in excess of the normal assignment of a full-time unit member. In making overload assignments, preference shall be given to such full-time unit members.

5.6.2 No overload assignment shall be allowed any contract regular full-time unit member until each contract/tenured full-time unit member in each designated division of each college and each tenured part-time unit member has been assigned work in proportion to the percent of load at which the individual is tenured.

5.6.3 Extra service beyond a regular assignment and contract period shall be allowed on a mutual consent basis to full-time unit members. Extra service shall be compensated for according to placement on salary Schedule B. The hourly rate shall be proportionate to the number of hours required to equal a work day for a full-time assignment as defined in Article 6, Section 2.2.

5.7 Workload distributions will not be discriminatory. Assignments which are alleged to be discriminatory may be grieved. As a prior condition to filing a grievance, the member must appeal the assignment to the College Faculty Workload Committee. The appeal to the Committee substitutes for the Informal Conference provided in Article 18, Section 3.1, and the time limits of that section are applicable.

5.8 Counselor Workload

5.8.1 The total number of unit member counseling assignment FTE assigned to the colleges shall be calculated on the basis of annually projected data as follows:

> The fall semester fourth week enrollment data which excludes those students who are enrolled only in TV courses and/or in Mini-Mode type courses shall be the basis for determining the subsequent year's counseling assignment FTE at a ratio not to exceed 1:900.

6.0 Work Year

6.1 The standard work year for full-time unit members may range from 28 to 32 formula hours within the 175-day academic year (e.g. 14 to 16 formula hours per semester). Beginning in 1984/85, a 30 formula hour average per year for discrete two-year periods shall be maintained.

6.2 Exceptions to the standard work year.

6.2.1 The work year for Counselors, Program Coordinators, and Certificated Specialists shall be 185 days of service within the fiscal year. The additional 10 days over the standard 175 shall be compensated at a pro rata rate based on each unit member's placement on the "A" salary schedule and shall be counted towards retirement and sick leave.

6.2.2 The prior agreement of March 12, 1980, concerning Certificated Specialists shall continue in force.

6.2.3 The work year for Child Care Center employees shall be 180 days of service within the fiscal year. The additional 5 days over the standard 175 shall be compensated at a pro rata rate based on each unit member's placement on the "A" salary schedule and shall be counted towards retirement and sick leave.

7.0 School Week

7.1 The school week of the Los Rios Community College District is defined as follows:

7.1.1 Monday through Saturday beginning at 7:00 a.m. and ending at 10:30 p.m.

7.2 The work week will normally consist of five consecutive days. Exceptions shall be by mutual consent.

7.3 The work day of a unit member regularly working five consecutive days shall not be longer than nine hours elapsed time from the beginning of the first until the end of the last hour assigned on that day. Exceptions shall be by mutual consent.

7.4 The duty day for a 100% full-time instructor shall consist of a minimum of five (5) hours on campuses each of five (5) work days during the school week including service on committees. One office hour per day shall be scheduled on all days when classes scheduled are less than six hours for that given day. An exception to the five (5) day work week is permitted under conditions set forth in 7.4.1 and 7.4.2 as follows:

7.4.1 Exception to the five day, five hour minimum per day work week for full-time 100% instructors may be made providing the individual instructor involved is assigned to conduct both (a) a minimum of two separate classes and (b) at least seven formula hours of classroom instruction per semester in classes which are scheduled to begin not earlier than 5 p.m.

Such exception shall provide for an instructor academic calendar work year equivalent to 28-32 formula hours per year and a work day assigned at the option of management of any combination of hours between 7 a.m. and 10:30 p.m.

7.4.2 Full-time 100% instructors assigned to more than one of the four main college campuses (ARC, CRC, SCC, ARC-P) may be exempted from the five day, five hour minimum per day work week provided they are assigned to teach at least six formula hours at the second college.

7.4.2.1 Where assignments specified in 7.4.2 involve more than one campus on the same calendar day, then, within the overall nine hour work day span per section 7.3, the schedule shall accommodate at least one hour of non-assignment time between the end of an assignment hour at one campus and the beginning of the next immediate assignment hour at the subsequent campus.

7.5 Except for overload assignments, there shall be a minimum of 12 hours of elapsed time between the end of the last hour assigned on each day of service and the beginning of the first hour assigned on the next day of service worked. Exceptions shall be by mutual consent.

8.0 Part-Time Unit Member Workload

8.1 Approximately sixty (60) calendar days before the end of the semester, the district will provide the then currently employed parttime unit members with a form on which they may indicate their interest in an assignment for the subsequent semester. Those part-time unit members who respond will be notified through the district mails approximately thirty (30) calendar days prior to the Spring semester if they are not to be sent a Tentative Schedule. Notification of those who are not to be sent a Tentative Schedule for the Fall semester will be sent either

(1) by District mail prior to the end of the Spring semester or (2) by U.S. Mail approximately 30 days before the beginning of the Fall semester using the address provided upon the instructor availability form.

8.2 All those who accept assignments will be subject to the conditions specified on the Tentative Schedule. The Tentative Schedule in use as of December, 1981, will not be modified in such fashion as to contravene any section or article of this contract.

8.3 When hiring for part-time temporary faculty positions, part-time faculty who have worked for three out of the prior six semesters within an individual department/subject area, within an individual college, and whose most recent evaluation in that department is favorable in all categories, shall be hired in preference to other part-time faculty for openings in that college department for which the unit members are qualified by training and experience. If two or more unit members are entitled to such preference, the selection of the unit member to be hired is at the discretion of the District.

The preference granted by this article shall not be used to increase a unit member's amount of workload. Once increased, however, the member has hiring preference for an amount which is the higher of either the current semester or the previous semester workload so long as such preference does not exceed a District total of 40% per semester of a full-time load. The member shall not lose the hiring preference for an involuntary decrease in workload of one semester's duration. In order to qualify for the preference, a unit member must complete and submit an Instructor Availability Form. The preference shall not be applicable when a specific hire of a part-timer who is not entitled to the preference is made to meet an affirmative action goal officially set by College/District.

ARTICLE 7: ACADEMIC CALENDAR

Representatives of the district administration shall meet with representatives of the Federation on items relating to the academic calendars for each school year.

1.0 General Conditions

1.1 The calendar meetings shall be completed for the succeeding year no later than January 15.

1.2 The academic calendars shall be for 175 days of instruction or as otherwise stipulated in state statutes.

1.3 Holidays specified in Education Code 79020 or other state statutes shall be respected in each academic calendar.

1.4 The parties intend that the calendars adopted will extend the greatest opportunity practical to encourage student enrollment.

1.5 The 175 day work year for unit members shall be accounted for in total within the pertinent academic calendar except as provided for otherwise in Article 06.

1.0 Purposes of Evaluation: To Improve In-District Educational Program

1.1 The evaluation of certificated employees has the primary goal of improvement of the educational program. It is the intent of both the district and certificated employees to work toward this common goal. Procedures, processes and comments surrounding evaluation shall clearly be directed toward this goal. Evaluation as provided under provisions of the Education Code is a continuous process.

2.0 Authorization

2.1 Under the provisions of the Education Code (Section 87664), the Federation assumes the role of faculty representative for the purpose of joining the District in the setting forth of reasonable and specific standards of evaluation. Further, under the provisions of the Government Code (Section 3543.2, Rodda Act), the Federation is recognized as the faculty representative for the express purpose of negotiating the procedures to be used for the evaluation of employees.

3.0 Definitions for Evaluation Purposes, Standards and Procedures

3.1 Academic Year is the period from the first day of the fall semester or quarter through the last day of the following spring semester or quarter. The academic year for 12-month employees begins July 1 and ends June 30.

3.2 Certificated Employee is an employee in a position for which certification is required pursuant to the Education Code.

3.3 Evaluation is a review of a certificated employee's performance accomplished as provided in this agreement and reduced to writing.

4.0 Standards for Evaluation

4.1 Professional Competence

4.1.1 Demonstrates knowledge of field in performance of service

4.1.2 Does careful and purposeful preparation and planning

4.1.3 Knows and uses methods to achieve the goals and objectives of the areas of service

4.1.4 Gives clear assignments or directions

4.1.5 Uses reasonable methodology to meet individual differences

4.1.6 Establishes routines to provide for a well-organized working situation

4.1.7 Provides an environment in which the dignity and individuality of the student is respected

4.2 Personal Qualities

4.2.1 Expresses ideas clearly and accurately

4.2.2 Maintains appropriate records and reports

4.2.3 Meets obligations on time

4.2.4 Demonstrates maturity of thought and judgment in reaching decisions

4.2.5 Works effectively and cooperatively with others

4.3 Professional Attitudes

4.3.1 Is willing to help the student with his/her related problems

4.3.2 Acts professionally in relationships with others

4.3.3 Accepts and implements constructive suggestions

4.3.4 Is willing to seek and to try new ideas

4.3.5 Avails oneself of the opportunities to grow in the profession

4.3.6 Recognizes the merits of differing methods and techniques

5.0 Procedures

5.1 Supervision

5.1.1 The District shall maintain an orderly method of supervising instruction.

5.1.2 Throughout the probationary period, supervision will be conducted in a manner designed to help the contract employee realize continuous progress and develop his/her professional capacity to his/her highest potential.

5.1.3 Immediate supervision of a contract employee will be the responsibility of the primary evaluator who will follow established procedures for evaluation of contract employees.

5.2 Selection and Role of Evaluators

5.2.1 Each certificated employee shall be evaluated by a primary evaluator with direct administrative responsibility who shall be responsible for the evaluation. The employee shall be entitled to an evaluation process which is free from harrassment. The college president will be responsible for selecting a primary evaluator for each certificated employee on his/her campus. The Chancellor will have the same responsibility for the certificated employees at the district office.

5.2.2 Sources of Evaluation Input

5.2.2.1 Pre-Evaluation Conference - Each employee within six weeks of his/her employment or of the beginning of the evaluation period, whichever is later and prior to his/her evaluation, shall be apprised in writing of the standards and procedures upon which his/her performance will be evaluated. Each employee and his/her evaluator shall agree in advance on the duration of the formal evaluation observation, as appropriate to the circumstances of observation and the employee's assignment.

5.2.2.2 Peer Evaluation - A written performance evaluation completed by a group of three peers selected as follows: one by the employee, one by the primary evaluator, and one by the joint selection of the employee and the evaluator.

5.2.2.3 Professional Growth Conference - The employee, the primary evaluator, and the reviewing evaluator shall be jointly responsible for developing written performance goals and objectives for improvement of performance wherever the need to improve is indicated. They shall also be responsible for establishing a schedule of meetings during the evaluation period to review progress towards achievement of those goals and objectives. The reviewing evaluator for college personnel shall be either the president of the respective college or that president's designee. The reviewing evaluator for non-college personnel (i.e., district office) shall be either the Chancellor or the Chancellor's designee.

5.2.2.4 Self-Evaluation - A written self appraisal utilizing a standard form mutually agreed upon by the faculty senate and the college president or a form designed by the employee and approved by the primary evaluator.

5.2.2.5 Student Evaluation - Students in all of the employee's classes shall be requested to submit written evaluations and comments utilizing a standard form mutually agreed upon by the faculty senate and the college president or a form designed by the employee and approved by the primary evaluator.

5.2.2.6 Work Station Observation - The primary evaluator shall conduct work station observations of the employee being evaluated. Classroom observations shall not exceed four (4) work station visits per assigned course during the evaluation period.

5.2.2.7 Post-Evaluation Conference - In all evaluation processes, the evaluator shall be required to explain fully and specifically, in writing, each and every "Needs Improvement" and "Unsatisfactory" mark. These explanations, along with any written rebuttal or explanations that the employee may wish to make, shall be appended to the evaluation form and will become an official part of the employee's personnel file with equal weight and importance as all other parts of the evaluation process and record.

5.2.3 There shall be four process formats for evaluating certificated personnel. For purposes of this section approved leaves shall count as continuous service.

5.2.3.1 Process A . This process shall be used for regular employees, who shall be evaluated once every two years unless in the judgment of the primary evaluator there is a need for additional evaluation at which time the primary evaluator will inform the employee in writing setting forth the reasons for the additional evaluation and notifying the employee of a pre-evaluation conference to establish evaluation procedures as provided for in this section. The process shall consist of (1) pre-evaluation conference, (2) work station observation, and (3) post-evaluation conference. By mutual agreement, one or more of the following may be substitutad for/added to the work station observation: (1) student evaluation, (2) peer evaluation, (3) professional growth conferences, (4) self-evaluation. The process may be initiated at the beginning of either the fall or spring semesters and will follow the timeline specified in section 5.3.

5.2.3.2 Process B . This process shall be used for contract and 100% temporary employees, who shall be evaluated during the first semester of employment and each semester thereafter. The process shall consist of (1) pre-evaluation conference, (2) work station, (3) either student evaluation or peer-evaluation, (choice to be made by mutual agreement) and (4) post-evaluation conference. By mutual agreement one or both of the following may be added to the process: (1) professional growth conference, or (2) self-evaluation (choice to be made by mutual agreement).

5.2.3.3 Process C . This process shall be used for part-time temporary employees who are members of the unit, who shall be evaluated once every four semesters of employment or once each two years, whichever comes first. The process shall consist of (1) work station observation, (2) either student evaluation or peer evaluation (choice to be made by mutual agreement) and (3) post-evaluation conference. A pre-evaluation conference may be held at the option of the primary evaluator. By mutual agreement, one or both of the following may be added to the process; (1) professional growth conference, or (2) self-evaluation.

5.2.3.4 Process D . This process will be used for the employees who during the previous semester were evaluated using process A, B, or C and who received an overall evaluation of "needs improvement" or "unsatisfactory." The employee will be evaluated in the first semester after such a rating and for two additional semesters thereafter or until an over-all evaluation of "meets or exceeds standards" is obtained, whichever comes first. The process shall consist of (1) pre-evaluation conference, (2) work station observation, (3) either student evaluation or peer evaluation, (choice to be made by mutual agreement), (4) professional growth conference, and (5) post-evaluation conference. By mutual agreement self-evaluation may be added to the process. If, at the conclusion of the third semester of evaluation using this process the overall evaluation is not "meets or exceeds standards," then the union and the District are required to jointly appoint an administrator, who will review the process to date and determine the efficacy of continuing evaluation according to this section. Management may be represented by the primary evaluator and the employee may be represented by the union.

5.3 Evaluation Time Lines

5.3.1 Each certificated employee shall be evaluated as follows:

5.3.1.1 The form used to report evaluation information is provided by the district personnel office as shown in Appendix (present form).

5.3.1.2 The evaluation process may take place during the fall or spring semester but must follow the chronology below during that semester:

Activity	Period in Which Completed
Pre-Evaluation Conference	1st through 6th Weeks
Evaluation Activities	2nd through 14th Weeks
Post-Evaluation Conference	8th through 16th Weeks

5.3.1.3 The specification of the dates indicated in this article are not binding, but rather are stated as guiding direction for the accomplishment of the evaluation. If a particular target date cannot be met and the evaluation is delayed, the employee will be provided a written explanation stating the reasons causing the delay. Good faith effort will be made towards meeting all target dates.

5.3.2 Employees who are reassigned to a new division or who are transferred to another campus on a full or part-time basis, will be evaluated in the new position on a schedule independent of that associated with concurrent or previous assignments.

5.3.3 Any action taken against a teacher as a consequence of the evaluation shall be consistent with Article 6, Chapter 3, Part 51 of the Education Code.

5.3.4 Nothing in this article is intended to restrict any employee's rights of grievance as provided under the terms of this contract. If a grievance involves whether or not an evaluation may be held under the specific terms of this agreement, then the following special expedited grievance procedure is available to the unit member:

5.3.4.1 Providing that the unit member files the grievance immediately upon learning of the impending evaluation, the evaluation will be deferred until the decision has been reached at the college level (Article 18, Section 4.1).

5.3.4.2 If the grievant is not satisfied with the decision at the college level, he/she may request that the Union pursue the grievance immediately to a Board of Review without regard to the District level (Article 18, Section 4.2). The Union must abide by the time requirements of Article 18, Section 4.3, and the evaluations may proceed during the pendency of the Board of Review process and any subsequent review.

1.0 Definitions

1.1 Assignment Assignment is defined as the designated duty location of a certificated unit member. Initial assignment of certificated personnel to particular divisions or departments for which they are qualified shall be made by the college president.

1.2 Reassignment A change at the same college in the placement of a member within the certificated qualifications which they hold into different departments and/or divisions is a reassignment.

1.3 Transfers The change of a member from one college to another into a position for which he/she is certificated and qualified.

1.4 Reduction in Force The laying-off of employees with employment rights in the District is to be as defined in law.

1.5 Seniority The employment rights of a faculty member based on the initial date of employment in the District.

1.6 Partial Assignments Less than full teaching load assignments held as a result of a reduction in force by a faculty member with full-time employment rights in the District.

1.7 Assignment Schedule The place and hours per day and/or per week which a faculty member is required to be at a specific duty station.

1.8 Vacancy Notice The District shall notify the bargaining unit of any bargaining unit vacancies within the District.

1.9 Interview Quota Providing that the applicants are qualified for the bargaining unit vacancy; interviews will be given to bargaining unit member as follows:

If the number of bargaining unit members who apply is five or less, then each qualified bargaining unit applicant will be scheduled for the interview process.

If the number of bargaining unit members who apply is six or greater, then the six most qualified by the screening process will be scheduled for interview.

2.0 Reassignment

2.1 Voluntary Reassignment If a vacancy occurs in a department or division outside of the unit member's normal assignment, or if the faculty member is a part-time employee and the position is for full-time in that department or division, and the faculty member is qualified to fill the vacancy, the faculty member may apply by submitting a request.

2.2 The faculty member, if qualified, shall be given consideration for the position.

2.3 Involuntary Reassignments In the absence of volunteers to fill a vacancy internally, the District may administratively reassign from any overstaffed area that qualified faculty member with the lowest seniority.

3.0 Transfers

3.1 Voluntary Transfers If a vacancy occurs at another college in the District in the same or other departments and divisions in which the faculty member is assigned, and the faculty member is qualified, the faculty member may apply on forms provided by the District.

3.2 Employee-initiated requests for transfer shall be transmitted through the District Personnel Office to the President and the appropriate departments and/or divisions of the college at which the application is directed.

3.3 The faculty member requesting the transfer, if qualified, shall be considered for the announced position opening.

3.4 Involuntary Transfers If a vacancy in the District is to be filled internally and there are no qualified volunteer faculty members, the District may administratively transfer that qualified faculty member with the lowest seniority in that discipline area from a college which has staff overage.

4.0 Rights of Return

When there is a District-wide vacancy after January 15, 1982, and the opening is in the employee's original unit, the employee who has been voluntarily transferred or voluntarily reassigned has the right to such an opening provided:

4.1 The employee accepts such first available assignment which is at least equal to the percent of assignment (tenure) as previously held in the original unit; otherwise the employee forfeits all rights to return automatically.

4.2 In the event that there is an opening which is not at least equal to the percent of assignment (tenure) as previously held, the employee has the option to accept the lesser percent of assignment which has become available at the original unit.

However, should subsequent opening combinations develop at the original unit which would provide opportunity for the employee to have a reassignment which is at least equal to the percent of assignment originally held by the employee, then the employee must do one of two things, either:

4.2.1 accept the developed opening combination which would at least equal the original percent of assignment held, or

4.2.2 forfeit all rights to automatic reassignment and also forfeit all rights to the partial reassignment at the original unit. Further, in such case the employee is subject to be reassigned to the initial voluntary position as per the terms of the initial volunteering at the discretion of the District.

(This section applies to bargaining unit members who either:

a. apply for an opening and are voluntarily transferred from one college to another college or are voluntarily reassigned from one division to another division within the same college in accordance with the provisions of this article on or after July 1, 1981; or

b. were reassigned from one division to another division within the same college or transferred from one college to another college during the period from July 1, 1978, through June 30, 1981, by a means other than involuntary reassignment or involuntary transfer.)

5.0 Seniority, Reduction in Force, and Recall Rights

5.1 All faculty members with re-employment rights shall hold a seniority number corresponding to their relative date of employment in the District.

5.2 The District shall provide the Federation with current seniority lists for all bargaining unit employees with re-employment rights. The District shall also notify the Federation of proposed and determined reductions in force, what employees are affected, and the length of the lay-off, if determinable.

5.3 In the case of a reduction in force, those faculty members with the lowest seniority shall be laid off first, in accordance with provisions of the Education Code. In the event that future legislation addresses reduction of force, this contract language will prevail if the legislative language is permissive.

5.4 Return to duty shall be accomplished in the order of the higher seniority first according to the following terms and conditions:

5.4.1 If a vacancy occurs, each employee who has been laid off shall be notified by mail of any full- or part-time vacancies in the District. Such notification shall be circulated twenty (20) days before the vacancy shall be advertised for general applicants. The District shall notify the Federation of the existence of such vacancies. No person without reemployment rights shall be hired as long as there are any qualified faculty members with reemployment rights available for any open position.

5.4.2 If a certificated employee on lay-off exercises seniority rights for a position which is less of a load than his/her re-employment right, that employee shall retain his/her seniority position in regard to other employment in the District.

5.4.3 An employee on lay-off with re-employment rights shall have fifteen (15) days after the mailing of vacancy notices to apply to exercise their preferential recall rights.

6.0 Partial Assignments, Academic Year

6.1 For regular full-time faculty members, less than full-time assignments may be granted for the following reasons:

6.1.1 A reduction from full-time to partial retirement made voluntarily by the certificated employee.

6.1.2 A reduction from full-time to partial assignment made at the request of a regular faculty member for reasons of health, personal problems, or professional development. Such partial assignments normally shall not exceed one (1) academic year, but may be extended for good cause.

6.1.3 No partial assignments shall be given in a department discipline as long as a regular faculty member with full-or part-time employment rights is kept involuntarily on a partial contract that is less than the employee's tenured employment rights.

ARTICLE 9: ASSIGNMENT OF PERSONNEL

7.0 Assignment Schedule

7.1 The development of a specific place of duty, assignment(s), and hours shall take into consideration the requests of the faculty member in coordination with the department spokesperson and/or area dean. The employee's preferences (rooms, time-of-day, courses, etc.) in scheduling shall be given every consideration when consistent with sound educational practices.

8.0 Resignations

8.1 A certificated employee who submits a written resignation may, within ten (10) days following the date said resignation was submitted to the college administration, withdraw the resignation without prejudice, except when the resignation is part of a negotiated resignation or given for participation in a special District program in which cases the resignation is effective immediately upon acceptance by the Chancellor or designee.

ARTICLE 10: SENIORITY

1.0 In accordance with prevailing state law, the district shall maintain a certificated register; a seniority number will be assigned to each member of the bargaining unit with re-employment rights.

2.0 Numbers will be assigned according to provisions in the Education Code. Lower numbers indicate earlier hiring dates; higher numbers more recent dates of employment. The order of seniority for individuals having the same first day of employment is by the assignment of random numbers. Seniority will apply to the tenured teaching load percent designated by Board appointment and subsequent Board reassignment.

3.0 Certificated registers shall be maintained in the president's office of each college, at the district personnel office and with the president of LRCFT.

1.0 Conference and Meeting Attendance

Members may be authorized by the district to attend conferences, workshops, or meetings which are directly related to their work assignments and institutional responsibilities without loss of pay when it has been determined by established campus procedures that the district, the students, and the member will profit by attendance.

2.0 Administration of Conference/Travel Funds

2.1 Travel/conference funds made available by the budgeting process to each campus will be divided equitably among the disciplines and areas of the college and will be administered by established campus procedures. Such procedures shall involve input from faculty.

2.2 Members will receive reimbursement for previously authorized reasonable and necessary expenses up to the amount specified on the authorization form.

2.3 Out-of-state travel shall require approval of the district chancellor or designee.

3.0 Use of Private Vehicles in Conducting District Business

3.1 Members who report to a regular place of work and then are required as part of their regular workload to travel in their private vehicles to another location will be reimbursed at the established district rate for the miles traveled between the two locations. Mileage after reaching the additional location will be allowed only in the case that the member is required to return to the principal place of work before the close of the working day.

3.2 A member having an assignment requiring that part of his regular contract routine duties be performed at a location away from his principal place of work is expected to use a district vehicle whenever possible and can receive mileage reimbursement only when no district vehicle is available.

3.3 The distance from the member's principal place of employment to the off-campus location is to be greater than two miles in length to be eligible for reimbursement.

ARTICLE 12: WORK ENVIRONMENT/SAFETY

1.0 Safety

Safety is a mutual concern to both employees and employer. The District recognizes its responsibility to comply with Cal-OSHA regulations in providing employees with safe working conditions. Unit members recognize their responsibility to follow safe working procedures, to utilize appropriate safety gear and to submit written reports of unsafe conditions. In the case of a clear and present dangerous condition (as defined by Section 830 of the Government Code), the member has the obligation to suspend activities and to immediately notify the area supervisor.

Section 830 of the Government Code states as follows:

> "'Dangerous condition' means a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used."

1.1 Any on-the-job disputes over safety conditions that cannot be resolved between the member and the area supervisor will be addressed to the location safety officer. No member shall be required to return to the work location until the District decides that the location is safe.

1.1.1 Location safety officers designated by the Chancellor/designee are as follows:

College Campus ---------------------- Dean of Administration
Central Maintenance/District Office --- Director of Plant Facilities
Placerville Center ------------------ Assistant Dean

1.1.2 If the location safety officer determines that the conditions are safe, the employee is expected to proceed with the required tasks. In the case of immediate problems, the location safety officer may call or contact the District safety officer. An employee may report the incident to the location safety committee, if he/she finds the decision unsatsifactory. The committee will review the matter at a regularly scheduled meeting.

2.0 LOCATION SAFETY COMMITTEES

To ensure employer's/employees' recognition of the importance of a safe working environment and safe working conditions, location safety committees shall be constituted on each campus of the District and Central Maintenance/District Office.

2.1 A representative from each employee unit including Blue Collar, White Collar, Supervisors, Management/Confidential and Certificated will be invited to serve on a safety committee. The Federation will appoint its representative. The location safety officer will assume responsibility for coordinating these meetings. Other individuals with concerns and/or expertise in the area of health and safety may be invited to serve on these committees as well.

2.2 A Safety Coordinator will be appointed from each safety committee to act as a safety representative to a district-wide committee.

3.0 DISTRICT SAFETY COMMITTEE

Each Safety Coordinator from each of the six locations will meet semi-annually with the Chancellor's designee to review accident experience in the District and coordinate district-wide safety campaigns and procedures designed to combat unsafe practices and increase safety consciousness.

4.0 PROCEDURE

The location safety committees shall meet periodically to review and make recommendations on the following items:

(a) Accident reports filed by employees during the intervening period. The committee will examine the cause and develop a follow-up procedure for correction, if possible;

(b) Reports filed by employees or others of alleged safety deficiencies or problems or health hazards;

(c) Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks, and the responsibility of employees concerning safety practices.

4.1 Location safety committee members shall first attempt to resolve safety problems on each campus or work site. Any unresolved safety problem not settled at the Campus/Central Mainenance level may be appealed to the District Appeals Committee.

5.0 DISTRICT APPEALS COMMITTEE

A District Appeals Committee is hereby established composed of one (1) District safety representative appointed by the Chancellor/designee and one (1) member appointed by each employee organization. Any disputes involving safety which have not been settled at the campus level will be presented at a scheduled hearing arranged by the District Appeals Committee.

Every effort will be made to provide a satisfactory solution to safety concerns. Recommendations of the Appeals Committee will be presented to the Chancellor/designee whose decisions shall be final. This appeal procedure is provided in lieu of the regular grievance procedure of Article 18, and its use for safety problems is exclusive. Should the appeal process be completed without satisfactory resolution, the administrative remedy has been deemed exhausted.

There shall be one district personnel file for each member of the bargaining unit. It shall include, but not be limited to, records of employment with the District, records of educational advancement and other work or experiences pertaining to the member's position with the District, and records of professional evaluation as prescribed by State law.

The materials in the official District file shall be considered and used as the only official personnel record of the District in any proceedings affecting the status of the faculty member.

1.0 Reviewing File

1.1 Any faculty member may examine his/her personnel file maintained at the District Office; excluded from the faculty member's review will be ratings, reports or records which were (a) obtained prior to the employment of the faculty member, (b) prepared by identifiable selection or evaluation committee members, or (c) obtained in connection with a promotional evaluation.

1.2 In review of the file, the faculty member may be accompanied by a representative of the Federation. No other individual or organization shall have access to the file other than those legally authorized.

2.0 Placing Materials in the File

2.1 No material which is derogatory to a faculty member's conduct, service, character, or personality shall be placed in his/her file without being brought to the attention of the faculty member by a written notice to the faculty member from the District Personnel Office. Anonymous materials shall not be entered in the file.

2.2 The faculty member may answer in writing any complaint filed. The District Personnel Office will acknowledge receipt of and file the employee's response.

2.3 The faculty member shall have the right to place in his/her file material or information that he/she deems relevant to his/her career or advancement.

3.0 Use of Derogatory Material

Derogatory material will be sealed upon request of the employee after two years without any similar complaints. Such sealed material cannot be opened except upon written request of the employee or by process provided under law.

4.0 Reproduction of Material in the Personnel File

Upon written request a faculty member shall be furnished, at a reasonable cost, a reproduction of material in his/her file, excluding items listed under 1.1 (a), (b) and (c) above.

ARTICLE 14: GOVERNANCE

14.1 Stipend considerations for departmental spokesperson(s) are subject to negotiation between the District and the bargaining unit. However, changes to Policy 7614 and Regulation 7614 will be made by the District only after conferring with the District Senate Council.

14.2 The LRCFT and the District management will, during the 1983-84 academic year, jointly develop a methodology and subsequently explore alternative modes of governance for the Los Rios Community College District, subject to the participation of the Faculty Senates of the Los Rios Community College District.

ARTICLE 15: ACADEMIC SENATES

It is the intent of the parties to this agreement that nothing contained in this contract shall be construed to restrict, limit, or prohibit the full exercise of the functions of the Academic Senates to represent the faculty in making recommendations to the administration and governing board of the district with respect to district policies on academic and professional matters, so long as the exercise of such functions does not conflict with this agreement or the collective bargaining process.

ARTICLE 16: NON-DISCRIMINATION

The Board and the Los Rios College Federation of Teachers agree not to discriminate against any faculty member on the basis of race, color, creed, national origin, religion, sex, age, sexual preference, political beliefs, political activities, political affiliation, or marital status. The Federation commends the Board of Trustees' commitment to equal opportunity and affirmative action.

ARTICLE 17: ACADEMIC FREEDOM

The faculty shall have the academic freedom to seek the truth and guarantee freedom of learning to the student.

1.0 Definition

1.1 A grievance shall be a complaint by:

a. a unit member that she/he has been adversely affected by a misinterpretation, misapplication or violation of the provisions of this Agreement, or

b. the Federation that the Federation has been adversely affected by a misinterpretation, misapplication or violation of rights directly affecting it or as a co-filer with an individual grievant. In the event the Federation has a grievance directly affecting it, the grievance shall be filed at the campus level or District level, whichever is appropriate.

2.0 Miscellaneous Provisions

2.1 Right to Representation

2.1.1 At the Informal, College and District levels, the grievant may choose either:

a. to be represented acompanied by a Federation agent, or

b. to be represented by herself or himself alone.

2.1.1.1 Where the grievant chooses 2.1.1(b), the Federation shall have the right to be represented by an observer at meetings between the grievant and the District. At the College and District levels, the District shall notify the Federation of such meetings.

2.1.1.2 Whenever a unit member chooses to pursue a grievance without Federation representation, the grievant shall assure that the Federation has been notified by securing the Federation number on the grievance form from the campus grievance representative.

2.1.1.3 Further, whenever an employee chooses to pursue a grievance without Federation representation:

a. The District shall notify the Federation of any settlement mutually proposed by the grievant and the District, at any level, and

b. The Federation shall have the right of comment prior to finalization of such proposed settlement.

2.1.2 At the Board of Review and Board of Trustees, the grievant must be represented by the Federation. Should the Federation choose not to appeal to these levels, the administrative remedy of the grievant shall be deemed exhausted.

2.2 Forms — Forms for processing grievances shall be designed jointly by the Federation and the District.

2.3 Consolidation — Where the Federation is the representative, if the same grievance, or substantially the identical grievance is made by more than one grievant, the Federation, with the approval of the grievants, shall be allowed to consolidate such grievances.

2.4 Waiver of Level — Any level the of grievance procedure may be waived by mutual consent of the grievant and the District.

2.5 Failure to meet time limits.

2.5.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall automatically move the grievance to the next level.

2.5.2 Failure at any step of this procedure to appeal within the specified time limit shall be considered a waiver of the right to appeal.

2.6 Notices — Written notices to be given under this grievance procedure may be given by hand to the appropriate person or left with a person in charge of his/her office, or mailed by U.S. Mail. If given by hand, the date of delivery shall be counted as the date of notice. If mailed, the date of mailing shall be counted as the date of notice.

2.7 Costs — Except as otherwise provided in this Article costs for the services of a Hearing Officer or a Board of Review will be shared equally by the District and the Federation.

2.8 Definition of Days — All reference to days shall mean instructional days. However, the parties will attempt to conclude grievances within the normal timelines even during non-instructional periods.

2.9 Waiver of Time Limits — Any reference to number of days in this Article may be altered for any specific case by mutual agreement between either:

a. The Federation and District representatives, or

b. The grievant and representatives of the District in those cases where the Federation is not representing the grievant.

3.0 Informal Process

3.1 Informal — Within thirty (30) days after the grievant knew or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall present his/her grievance, either orally or in writing to the immediate supervisor of the grievant. If the manager notified of the grievance does not have the authority to adjust the grievance, he/she shall initiate actions immediately that will bring the complaint to the appropriate authority. Within three (3) days from the date the manager is notified of the grievance, the manager will contact the grievant for a meeting which shall be held within five (5) days of the contact. Within five (5) days of the meeting, the manager will communicate his/her decision to the grievant. This meeting will be held without regard to whether the matter is grievable or to any other reason.

4.0 Grievance Levels

4.1 College Level — If the grievance is not resolved at the Informal Level, the grievant may submit the grievance to the President of the College. The submission must be made within ten (10) days of the receipt of the decision at the Informal Level and must certify that the informal conference was held indicating the date and issues discussed. Within twelve (12) days of receipt of the grievance, the President or designee will schedule and hold a meeting with the grievant. The President or designee will give his/her decision in writing within ten (10) days of the meeting.

4.2 District Level — If the grievance is not resolved at the College Level, the grievant may submit the grievance to the Chancellor or designee. The submission must be made within ten (10) days of the receipt of the decision of the College President and must certify that the College level meeting was held indicating the date and issues discussed. Within twelve (12) days of receipt of the grievance, the Chancellor or designee will schedule and hold a meeting with the grievant. The Chancellor or designee will give his/her decision in writing within ten (10) days of the meeting.

4.3 Board of Review — The Federation may appeal the decision of the Chancellor or designee within ten (10) days after receipt of the written decision of the Chancellor, or designee, to a Board of Review.

4.3.1 The appeal shall be filed in the office of the Chancellor and shall include all pertinent written materials.

4.3.2 The Board of Review shall consist of three (3) members: (1) the Chairperson from a rotational list of neutral third parties developed mutually by the Parties; and (2) a representative from each Party.

4.3.3 The representatives of the Parties will meet in advance of the hearing to attempt to agree on the issues to be presented to the Chairperson and the remedy sought.

4.3.4. The Board of Review shall conduct a hearing with the Parties to the grievance within thirty (30) days or as soon as the chairperson is able to schedule the hearing. The Parties to the grievance will be allowed to attend all hearings at which information is given to the Board of Review. Sessions of the Board of Review shall be private, with attendance limited to the members of the Board of Review, the parties to the grievance, their representatives, and witnesses called by the Board of Review. During the pendency of a proceeding before the Board of Review, no disclosure of the proceedings shall be made public without concurrence of the chairperson and the parties to the grievance. The chairperson of the Board of Review shall issue its decision not later than twenty (20) days from the date of the close of the hearings. Its decision shall be in writing, shall include findings of fact, reasoning and conclusions on issues submitted, and shall be transmitted promptly to all parties in interest and the Board of Trustees.

4.3.5 The Board of Review shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provsions of this Agreement. They shall consider and decide only the specific issue submitted to them in writing by the parties and shall have no authority to make recommendation on any other issue not so submitted. The Board of Review shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way to applicable laws and rules and regulations having the force and effect of law. The decision of the Board of Review shall supersede all previous decisions and shall become binding on all parties unless appealed by the aggrieved or the Chancellor.

4.3.6 The cost of the services of the chairperson of the Board of Review, including per diem expenses, if any, travel and subsistence expenses, the cost of recording the hearings, and any costs ordered by the chairperson will be shared by the Parties. All other costs will be borne by the party incurring them.

4.4 Final Level: Board of Trustees -- The Federation may appeal the decision of the Board of Review to the Board of Trustees. Any appeal by either the Federation or the Chancellor must be filed with the Secretary of the Board of Trustees within fifteen (15) days after receiving the Board of Review decision. The Board of Trustees shall review the documentation in closed session. Each party may argue their position relative to the reasoning and conclusions of the Board of Review to the Board of Trustees; however, each are controlled by the specific findings of fact of the Board of Review. The Board of Trustees shall have the right to issue a final decision resulting from its deliberations. If the Board of Trustees does not transmit its decision within sixty (60) days from its receipt of the appeal to the Board of Review decision, then the Parties shall automatically accept the decision rendered by the Chairperson of the Board of Review as being final.

1.0 Federation Access to District Facilities

1.1 LRCFT shall have the right to use the school mailboxes, courier mail service for bulk transfer, and bulletin board spaces designated by the administrative representative subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Union president; (b) a copy of such postings or distributions must be delivered to the administrative representative at the same time as posting or distribution; and (c) the Union will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District.

1.2 The Federation shall have the right to use District facilities pursuant to Chapter 10.7 of the Government Code (Rodda Act).

1.3 Free access to all campuses and all members shall be accorded, provided it does not interfere with the educational process. Duly authorized representatives of the Federation shall be permitted to transact official Federation business throughout the District as necessary to the performance of Federation responsibilities to members of the bargaining unit.

2.0 Reassigned Time . The District shall provide forty-eight (48) formula hours annually of reassigned time for Federation representatives for the purpose of representation in matters involving grievance and contract administration. By no later than thirty (30) calendar days following the signing of this Agreement, the LRCFT will designate in writing to the District representative the members who will be reassigned. Substitutions may be made within the academic year on ten (10) days' notice by the Federation.

3.0 Information to the Federation

3.1 The District shall furnish to the Federation upon request information concerning the bargaining unit, such as Board agendas and budget data.

3.2 Employee Lists. The District shall provide the Federation with a semester list of all employees in the unit. The Federation may during the semester update the list by use of Board minutes.

3.3 The District shall make available to the Federation five (5) or more copies of the current Board Policy Manual and shall for the duration of this agreement provide the Federation with necessary copies of all changes in the Board Policy Manual within seven (7) days of their publication so that the Federation can maintain an up-to-date record of current policies of the District.

4.0 Campus Membership Meetings and Campus Representative Meetings . On twenty-four (24) hour notice to the college president or dean-in-charge, the Federation's campus coordinator shall have the right to schedule campus membership meetings during normal operating hours in the buildings of the campus provided that no member shall be released from his scheduled classes or office hours for such meetings. After such a campus membership meeting has been scheduled, no meetings involving members shall be scheduled or held at the same time, and the college president or dean-in-charge shall so inform the faculty. Meetings shall not interfere with previously scheduled meetings of faculty.

5.0 Copies of this Agreement . Copies of this Agreement shall be printed at the expense of the District after it becomes effective, and a copy shall be distributed to each member now employed, or hereafter employed.

6.0 District Indemnification . The Federation shall indemnify the District and hold it harmless from any suits, claims, demands, or liabilities that shall be taken by the District for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to it under any of such provisions.

ARTICLE 20: MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. All matters not specifically enumerated in this Agreement are reserved to the Board of Trustees and may not be a subject of meeting and negotiating. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and determine the methods of raising revenue. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

In the event of a lawful emergency, the District retains the right to temporarily amend, modify or rescind policies and practices referred to in this Agreement, subject to subsequent review by a court of competent jurisdiction. (In reference to the California State Supreme Court consideration of SB-154, the court ruled that there must be a valid emergency, the impairment of contract rights must be for a temporary period of time, there must not be an acceptable less severe method available, and the action must be appropriate for the situation involved.)

ARTICLE 21: SAVINGS CLAUSE

In the event that any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

Moreover, where there is mutual agreement of the parties, they shall enter into negotiations for the revision of this Agreement with respect to any item that becomes invalid by reason of such court decision.

ARTICLE 22: RATIFICATION AND DURATION

1.0 This Agreement shall be effective from June 30, 1984, through June 30, 1987.

2.0 The Federation may submit a proposal for a successor agreement within nine months of the expiration of this Agreement. Once the proposal is received the District will promptly comply with public notice requirements and commence negotiations in good faith.

3.0 If a successor Agreement has not been agreed to by the expiration date of this contract, this Agreement shall remain in full force and effect until a new Agreement is reached.

4.0 Ratification of the Agreement, both by the Board and the Federation, shall occur at the next regularly scheduled meeting of both parties or at a special meeting(s) called for that purpose within fifteen (15) work days, whichever shall occur first.

5.0 Interim Provisions for Reopening Negotiations

5.1 For the 1985-86 fiscal year five items shall constitute the limit of interim negotiations. Those five items are identified as follows:

5.1.1 The issue of contracting out and any mutually agreed upon article or issue.

5.1.2 Article 02, entitled SALARIES.

5.1.3 Article 03, entitled FRINGE BENEFITS

5.1.4 One existing article to be designated at the start of interim negotiations by the Federation as a reopener.

5.1.5 One existing article to be designated at the start of interim negotiations by the District as a reopener.

5.2 For the 1986-87 fiscal year five items shall constitute the limit of interim negotiations. Those five items are identified as follows:

5.2.1 Any mutually agreed upon article or issue.

5.2.2 Article 02, entitled SALARIES.

5.2.3 Article 03, entitled FRINGE BENEFITS.

5.2.4 One existing article to be designated at the start of interim negotiations by the Federation as a reopener.

5.2.5 One existing article to be designated at the start of interim negotiations by the District as a reopener.

ARTICLE 23: JOINT STATEMENT

In order to assure the participation of faculty members in policy development, the maintenance of high morale, and the improvement of the collegiate program, the Board of Trustees of the Los Rios Community College District, California, and the Los Rios College Federation of Teachers, Local 2279, American Federation of Teachers, AFL-CIO, mutually enter into this contract in good faith by and between the Board and the Federation on this 19th day of June, 1984, in order that public education shall best be served and in compliance with the statutory provisions of Title I, Government Code, Division 4, Chapter 10.7, Section 3540 through 3549.3.

LOS RIOS COLLEGE FEDERATION OF
TEACHERS, Local 2279 AMERICAN
FEDERATION OF TEACHERS, AFL-CIO

By Jonathan W. Brown
President

LOS RIOS COMMUNITY COLLEGE DISTRICT

By David Mertes
Chancellor

APPENDIX A

SALARY INCREASE	LRCFT PRO RATA SHARE	ESTIMATED IMPLEMENTATION DATE
3%	1. Salary improvement of three percent (3%).	Sept. 1, 1984
Up to 3%	2. 80% of new monies over $53.5 million but lower than $55 million (Governor's Budget)	Nov. 15, 1984
Up to 6%	3. 80% of new monies over $55 million but lower than $59 million (Chancellor's Augmentation Request).	Oct. 31, 1985
12%		
	4. Negotiations will be reopened if new monies exceed $59 million.	---
Up to 2%	5. 50% of cost savings from workload adjustments.	Sept. 1, 1985
14%		

All salary improvement increases are applied retroactively to September 1, 1984.

Children's Center Employees -- A $500 one-time-only stipend, off-the-salary-schedule, to be paid to Children's Center employees who are members of the bargaining unit in 1984-85. Stipend to be proportionate to percent and extent of service in 1984-85 year. Full stipend ($500) to be paid for 100% service (8 hours a day) for the 180 contract days. One-half of the stipend to be paid at the end of the fall semester, January, 1985, and one-half at the end of the spring semester, June, 1985.

1984-85 LRCFT Salary Schedule

The bargaining unit shall receive its pro-rata share of the following items which shall apply to improvements in the salary schedule and, as determined by the parties, to pay for increases in costs of fringe benefit coverages (health, dental, retirement and long-term disability). The available amount of the specific items listed below shall be determined no later than the dates specified and shall apply retroactively to September 1, 1984.

	SALARY INCREASE	IMPLEMENTATION DATE
(1) LRCFT shall receive a three percent (3%) salary improvement. This salary improvement shall include cost of step increments granted for 1984-85.	3%	Sept. 1, 1984
(2) LRCFT's proportionate share of eighty percent (80%) of new revenues generated from an increase in State general apportionment monies received in 1984-85 above $53,456,480 (estimated) to the level of general apportionment funds determined by the Budget Act of 1984-85 currently estimated at $55 million. Such new revenues generated from state general apportionment funds shall include the new state student enrollment fee to be implemented August 1, 1984. Such revenues shall exclude any apportionment funds generated from any 1984-85 enrollment growth, state apprenticeship and other categorical apportionment funds, AB-77 Handicap Student, EOPS funds and other revenue sources.	Up to 3%	
A preliminary estimate of such revenues shall be determined immediately after the 4th week, Fall, 1984 enrollment data is available. The preliminary calculation shall be computed no later than		Nov. 15, 1984

	SALARY INCREASE	IMPLEMENTATION DATE
(3) LRCFT's proportionate share of eighty percent (80%) of new revenues generated from an increase in state general apportionment and student enrollment fee monies received in 1984-85 above the level of general apportionment funds provided by the Budget Act of 1984-85 (currently estimated at $55 million). Such funds shall exclude any apportionment funds generated from any 1984-85 enrollment growth, state apprenticeship and other categorical apportionment funds, AB-77 Handicap Student, EOPS funds and other revenue sources.	Up to 6%	

	MAXIMUM SALARY INCREASE	IMPLEMENTATION DATE
Since 1984-85 level of state general apportionment revenue is contigent upon (a) Legislative action regarding the Budget Act proposal, and; (b) The maintenance of enrollment (ADA) at the 1982-83 level and flow-back provisions provided by SB-851, AB-1XX and AB-470, a final determination of such revenues above $55 million shall be determined no later than		Oct. 31, 1985
(4) LRCFT's proportionate share of fifty percent (50%) of cost savings resulting from LRCFT's workload adjustments achieved during the 1984-85 fiscal year. Such salary increase shall be limited to a maximum of two percent (2%).	Up to 2%	Sept., 1985

LOS RIOS COMMUNITY COLLEGE DISTRICT
1919 SPANOS COURT
SACRAMENTO, CA 95825

CERTIFICATED SALARY SCHEDULE "A"
1984-85

	CHILDREN'S CENTER				FACULTY				
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII	CLASS IX
1	$10,329	$11,786	$14,859	$15,949	$16,311	$18,123	$19,935	$21,748	$22,834
2	10,751	12,262	15,469	16,600	16,979	18,865	20,754	22,636	23,768
3	11,189	12,760	16,097	17,273	17,667	19,630	21,592	23,555	24,733
4	11,634	13,268	16,739	17,963	18,372	20,413	22,456	24,498	25,722
5	12,092	13,789	17,397	18,669	19,094	21,217	23,343	25,464	26,738
6	12,565	14,343	18,093	19,417	19,840	22,047	24,252	26,456	27,779
7	13,068	14,917	18,817	20,193	20,638	22,900	25,188	27,476	28,849
8	13,591	15,514	19,569	21,000	21,388	23,766	26,145	28,519	29,946
9					22,189	24,655	27,125	29,592	31,071
10					23,013	25,571	28,129	30,684	32,218
11					23,851	26,501	29,154	31,804	33,395
12								32,950	34,598
13 (L1)								33,280	34,944
14 (L2)								33,609	35,290
15 (L3)								33,939	35,636
16 (L4)								34,268	35,982

CERTIFICATED SALARY SCHEDULE "B"
1984-85

	CHILDREN'S CENTER				FACULTY				
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII	CLASS IX
1	$ 8,265	$ 9,429	$11,888	$12,760	$13,049	$14,499	$15,947	$17,399	$18,270
2	8,602	9,809	12,375	13,281	13,583	15,091	16,602	18,109	19,014
3	8,951	10,207	12,877	13,818	14,133	15,704	17,275	18,844	19,786
4	9,307	10,615	13,391	14,371	14,699	16,331	17,964	19,597	20,577
5	9,674	11,031	13,917	14,935	15,276	16,972	18,673	20,371	21,390
6	10,052	11,474	14,474	15,533	15,873	17,637	19,401	21,165	22,222
7	10,454	11,933	15,054	16,153	16,486	18,318	20,149	21,981	23,080
8	10,872	12,411	15,656	16,800	17,110	19,013	20,916	22,815	23,957
9					17,752	19,724	21,700	23,674	24,857
10					18,411	20,457	22,502	24,548	25,774
11					19,080	21,201	23,324	25,443	26,716
12								26,361	27,678
13 (L1)								26,625	27,955
14 (L2)								26,888	28,232
15 (L3)								27,152	28,508
16 (L4)								27,415	28,785

7/18/84
Subject to audit and correction to meet negotiated intent.

LOS RIOS COMMUNITY COLLEGE DISTRICT
Sacramento, California

CERTIFICATED SALARY SCHEDULE "A"

1984-85

	CHILDREN'S CENTER					FACULTY				
STEP	CLASS I	CLASS II	CLASS III	CLASS IV		CLASS V	CLASS VI	CLASS VII	CLASS VIII	CLASS IX
1	$10,488	$11,968	$15,088	$16,195		$16,562	$18,402	$20,242	$22,083	$23,186
2	10,917	12,451	15,707	16,856		17,241	19,156	21,074	22,985	24,134
3	11,361	12,957	16,345	17,539		17,939	19,932	21,925	23,918	25,114
4	11,813	13,472	16,997	18,240		18,655	20,727	22,802	24,875	26,118
5	12,278	14,001	17,665	18,957		19,388	21,544	23,703	25,856	27,150
6	12,759	14,564	18,372	19,716		20,146	22,387	24,626	26,863	28,207
7	13,269	15,147	19,107	20,504		20,925	23,253	25,576	27,899	29,293
8	13,800	15,753	19,870	21,323		21,717	24,132	26,548	28,958	30,407
9						22,531	25,035	27,543	30,048	31,550
10						23,367	25,965	28,582	31,157	32,714
11						24,218	26,909	29,603	32,294	33,909
12									33,457	35,131
13 (L1)									33,792	35,482
14 (L2)									34,126	35,834
15 (L3)									34,461	36,185
16 (L4)									34,795	36,536

CERTIFICATED SALARY SCHEDULE "B"

1984-85

	CHILDREN'S CENTER					FACULTY				
STEP	CLASS I	CLASS II	CLASS III	CLASS IV		CLASS V	CLASS VI	CLASS VII	CLASS VIII	CLASS IX
1	$ 8,392	$ 9,574	$12,071	$12,957		$13,250	$14,722	$16,193	$17,667	$18,551
2	8,734	9,960	12,566	13,486		13,792	15,323	16,858	18,386	19,307
3	9,089	10,364	13,075	14,031		14,351	15,946	17,541	19,134	20,091
4	9,450	10,778	13,597	14,592		14,925	16,583	18,241	19,899	20,894
5	9,823	11,201	14,131	15,165		15,511	17,233	18,961	20,685	21,719
6	10,207	11,651	14,697	15,772		16,117	17,909	19,700	21,491	22,564
7	10,615	12,117	15,286	16,402		16,740	18,600	20,459	22,320	23,435
8	11,039	12,602	15,897	17,059		17,374	19,306	21,238	23,166	24,326
9						18,025	20,028	22,034	24,039	25,240
10						18,695	20,772	22,849	24,926	26,171
11						19,374	21,528	23,683	25,835	27,127
12									26,767	28,104
13 (L1)									27,035	28,386
14 (L2)									27,302	28,667
15 (L3)									27,570	28,947
16 (L4)									27,837	29,228

Revised 10/17/84
Effective July 1, 1984
Subject to audit and correction to meet negotiated intent.

67-A

LRCFT/LOS RIOS COMMUNITY COLLEGE DISTRICT

Health/Medical & Dental Insurance

Article 3

The District shall make a maximum monthly contribution for such health/ medical and dental insurance in the following amounts as applicable for each participating regular full-time unit member and part-time unit member who works fifty percent (50%) or more regular full-time, unless otherwise modified according to the provisions of this agreement. The District monthly contribution shall be based upon premiums in effect on September 1, 1984 and shall apply retroactively to July 1, 1984:

INSURANCE PLAN	MAXIMUM DISTRICT CONTRIBUTION	EFFECTIVE DATE
Foundation Health	$177.05	7-1-84
Kaiser Health	$145.55	7-1-84
Blue Cross Health	$173.26	7-1-84
California Dental Service	$ 43.00	7-1-84

5-25-84

APPENDIX C, PROFESSIONAL DEVELOPMENT LEAVES

TYPE	% of Workload	Term	Salary	Recommended By	Availability	Service Requirement	
						Before	After
A Reseach	100% - OR - 50%	one semester - OR - one year	100% - OR - 50%	Professional Standards Committee	At least 6 per year	7 years	report and one year - OR - report and two years
B Service	up to 100%	up to one year	100%	Prof. Standards Com.	At least 4 FTE per year	3 years	2 years
C Overload Bank	100%	one semester or one year	100% Sch. A	College President	Limited only by program needs	Deferred overload salary at 1.2 to 1	none
D Difference in Pay	100%	one semester or one year	Subtract Class VI, Step 6, from Regular pay	College President	Limited only by program needs	7 years	one year
E Retrain/ Renew	up to 100%	up to one year	100%	Chancellor	2 FTE per year	7 years	Report and 2 years

Exchange Teaching and Foreign Educational Employment Leaves see: Art. 04, Secs. 16 & 17.

NEGOTIATED AMENDMENTS

TO THE 1984 - 87

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT

WITH THE

LOS RIOS COLLEGE FEDERATION OF TEACHERS, LOCAL 2279
AMERICAN FEDERATION OF TEACHERS, AFL - CIO

(January 22, 1986)

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9.0 Eligibility for Placement on Salary Schedule "C"

9.1 Members of the unit who are full-time, tenured instructors, counselors, librarians or nurses are eligible to apply for placement on Salary Schedule "C" for a maximum of four years total. Members must have satisfactory evaluations in all categories. Members are required to perform 36 formula hours of service in each fiscal year pursuant to the senior faculty member job description. Selection will be governed by the following criteria:

9.1.1 Availability of the workload. Applicants when qualified will take precedence over any other applicants, full or part time, pursuant to any other provisions of this agreement except when the assignment is needed to fill a member's tenured amount of service or provide a class for a retiree with an assignment guaranteed by a special retirement plan.

9.1.2 Where no workload is available for any year or semester, no placement on Schedule "C" will be made. If choices have to be made between qualified members, seniority in the District based upon the then existing District seniority roster (Article 10) will be used to make the selection. If workload is available at the college of normal assignment after assignments of more senior members have occurred, the unit member shall be assigned at that college.

ARTICLE 3: FRINGE BENEFITS and RETIREMENT

3.0 Disability Income Protection

3.1 No Change

3.2 Full-time unit members who qualify to receive payment under the terms of the policy of the District's disability income protection plan shall be provided district medical benefits for the period of one year following the expiration of employee's accrued sick leave benefits. The District contribution shall be based upon the level established for full-time active employees.

After the one year period, full-time unit members qualifying to receive payment under the terms of policy for disability income protection may continue to be covered under the District's medical benefits program at the employee's expense provided that the program or policy permits such participation.

ARTICLE 22: RATIFICATION AND DURATION

5.0 Entire Agreement: The parties acknowledge that this agreement and any side letters constitute the full and complete commitment between the parties, and represent the completion of the bargaining obligation for the duration of this agreement, except as specifically stated.

This agreement may be amended or modified only by mutual consent of the Employer and the Federation evidenced by written instrument signed by their authorized representatives.

(5.1 and 5.2, deleted)

— APPENDIX "A" —

SALARY and FRINGE BENEFIT IMPROVEMENTS

A. District Contribution for Medical Coverage

The District shall make a maximum monthly contribution for such health/medical and dental insurance coverage in the following amounts as applicable for each participating regular full-time unit member and part-time unit member who works fifty percent (50%) or more. The District's 1985-86 monthly contribution shall apply retroactive to July 1, 1985.

Insurance Plan	1984-85 District Contribution (Inf. Only)	1985-86 District Contribution (As Revised)
Foundation Health	$ 177.05	$ 165.00
Kaiser Health	145.55	162.09
Blue Cross Health & Prudent Buyer Plan	173.26	165.00
California Dental Service	43.00	43.00

B. The monthly contribution in 1986-87 will be at the lowest level rate established by any of the District's carriers; Foundation Health, Kaiser Health, Blue Cross Health or Blue Cross Prudent Buyer Plans and shall only be increased if funds are available based upon the same formula as in Section D (2) below.

C. Salary: 1985-86

1. Effective July 1, 1985, the 1984-85 Salary Schedules "A" and "B" shall be increased by 6% less the cost of adding one 4% Longevity Step on Schedule "A" to be granted after 20 years of full-time tenure-track service in Los Rios (approximately .7% subject to audit). Qualifying years of tenure-track service shall be determined based upon the summation of full-time service and the proportionate amount of tenured service which is less than full time. For purposes of this computation only, the longevity step will be granted at the beginning of the semester following completion of the 20 qualifying years. Summer session assignments and overloads shall be excluded for the computation for qualifying years of tenure-track service.

   Step increments shall be provided by the District for 1985-86 effective July 1, 1985.

2. An additional one-time off-schedule salary payment shall be made based upon LRCFT's pro rata share of 80% of lottery funds received for 1985-86 in excess of the budgeted (approximately $1.29 million) amount. Payment schedule shall be determined within 30 days of initial receipt of such excess funds. The bargaining unit will first utilize these funds to provide for payment of Foundation Health and Blue Cross and Prudent Buyer Plan premiums which are higher than $165.00 but only up to $177.05 and $173.26, respectively. District will advance the funds to make this payment until lottery funds are received.

   (a) Should the 1985-86 excess lottery funds not be received or are not sufficient to have maintained the 1984-85 contribution level, the cost of the payment will be deducted from the funds available for salary increase in 1986-87, as described per D (2) below.

   (b) Should the 1986-87 funds as described in Section D (2) below not be sufficient to have maintained the 1985-86 contribution level, the percentage salary schedule reduction pursuant to D (1) below shall be expanded to include these costs.

D. Salary: 1986-87

1. Should the District's total of 1986-87 unrestricted revenues from a) State general apportionment, excluding enrollment growth, and/or b) ADA decline and/or c) lottery revenues decrease below the 1985-86 total budgeted levels, the 1985-86 Salary Schedules "A", "B" and "C" shall be reduced effective July 1, 1986 by an amount which is proportional to the LRCFT's pro rata share of 80% of such decrease not to exceed 3% salary schedule reduction.

2. Should the total of 1986-87 unrestricted revenues from a) State general apportionment and b) ADA decline and c) lottery revenues increase above the 1985-86 budgeted levels, the 1985-86 Salary Schedules "A", "B" and "C" shall be increased for 1986-87 by an amount which is proportional to the LRCFT's pro rata share of 80% of such increase to a maximum increase of 10%. Step and class changes effective 1986-87 shall be charged to the computed amount of LRCFT's proportionate share. New ADA decline and lottery funds above the 1985-86 level shall be considered one-time-only payments.

3. Should the 1986-87 revenues as computed in D (2) above, provide sufficient funding for salary/fringe benefit improvements including step and class changes in excess of 10%, such excess funds shall be subject to further negotiations for 1986-87.

4. Should other new State unrestricted revenues become available in 1986-87 as a result of changes in funding legislation such new revenue sources shall be subject to negotiation for 1986-87.

5. New revenues in Section D, paragraphs (2), (3) and (4) above shall exclude any 1986-87 enrollment growth revenues and other categorical apportionment funds, State apprenticeship, AB-77 Handicapped Students, EOPS funds and other restricted revenue sources.

6. Steps 1 and 2 of Salary Schedule "A" shall be removed effective July 1, 1986. All those on Steps 1 and 2 during 1985-86 shall be moved to Step 3 for 1986-87. After all earned step increases have been made, steps on Schedule "A" will be renumbered from 1 to 14 plus the additional step after 20 years of full-time tenure-track service in the District.

1985-86

LOS RIOS COMMUNITY COLLEGE DISTRICT
Certificated Salary Schedule "A"
(Full-Time or Tenure-Track Faculty)

	CHILDREN'S CENTER				FACULTY				
Step	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	Class VIII	Class IX
1	11,285	12,878	16,235	17,426	17,821	19,801	21,780	23,762	24,949
2	11,747	13,397	16,901	18,137	18,552	20,612	22,676	24,732	25,969
3	12,224	13,942	17,587	18,872	19,303	21,448	23,591	25,736	27,023
4	12,711	14,496	18,290	19,627	20,073	22,303	24,535	26,766	28,104
5	13,211	15,065	19,008	20,398	20,862	23,182	25,505	27,821	29,213
6	13,729	15,671	19,769	21,215	21,677	24,088	26,498	28,905	30,352
7	14,278	16,298	20,560	22,062	22,515	25,020	27,520	30,020	31,519
8	14,849	16,950	21,380	22,944	23,368	25,967	28,566	31,159	32,719
9					24,244	26,938	29,637	32,332	33,949
10					25,144	27,939	30,733	33,525	35,201
11					26,059	28,954	31,853	34,749	36,486
12								36,000	37,802
13								36,361	38,180
14								36,720	38,558
15								37,080	38,936
16								37,440	39,314
o									
o									
o									
20					*27,101	*30,113	*33,127	*38,938	*40,886

1985-86

LOS RIOS COMMUNITY COLLEGE DISTRICT
Certificated Salary Schedule "B"
(Part-Time, Temporary Faculty)

	CHILDREN'S CENTER				FACULTY				
Step	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	Class VIII	Class IX
1	9,028	10,302	12,988	13,941	14,257	15,841	17,424	19,010	19,959
2	9,398	10,718	13,521	14,510	14,842	16,490	18,141	19,786	20,775
3	9,779	11,154	14,070	15,098	15,442	17,158	18,873	20,589	21,618
4	10,169	11,597	14,632	15,702	16,058	17,842	19,628	21,413	22,483
5	10,569	12,052	15,206	16,318	16,690	18,546	20,404	22,257	23,370
6	10,983	12,537	15,815	16,972	17,342	19,270	21,198	23,124	24,282
7	11,422	13,038	16,448	17,650	18,012	20,016	22,016	24,016	25,215
8	11,879	13,560	17,104	18,355	18,694	20,774	22,853	24,927	26,175
9					19,395	21,550	23,710	25,866	27,159
10					20,115	22,351	24,586	26,820	28,161
11					20,847	23,163	25,482	27,799	29,189
12								28,600	30,242
13								29,089	30,544
14								29,376	30,846
15								29,664	31,149
16								29,952	31,451

Effective: 11/85 retroactive to 7/1/85
Subject to audit and correction to meet negotiated intent.
*Longevity steps which can only be attained after 20 years of full-time, tenure-track service in Los Rios Community College District.

1984-87 SCHEDULE
for
Coaching Formula Hour Load Assignments And Stipend Compensation

SPORTS PROGRAMS	Formula Hour Assignment	Stipend Units	$ Stipend
Baseball, Head Coach	7	3-1/2	1999
Baseball, Assistant	5	2	1142
Basketball, Head Coach	7	3-1/2	1999
Basketball, Assistant Coach	5	2	1142
Cross Country, Head Coach	7	2	1142
Football, Head Coach	7	3-1/2	1999
Football, Assistant Coach	5	2	1142
Golf, Head Coach	7	2	1142
Swimming, Head Coach	7	2-1/2	1428
Tennis, Head Coach	7	2-1/2	1428
Track & Field, Head Coach	7	3-1/2	1999
Track & Field, Assistant Coach	5	2	1142
Water Polo, Head Coach	7	2-1/2	1428
Wrestling, Head Coach	7	2-1/2	1428
Hockey, Head Coach	7	3-1/2	1999
Softball, Head Coach	7	3-1/2	1999
Softball, Assistant Coach	5	2	1142
Volleyball, Head Coach	7	3-1/2	1999
Soccer, Head Coach	7	3-1/2	1999
Soccer, Assistant Coach	5	2	1142

STIPEND SCHEDULE

Department Spokesperson
(Dept. Spokesperson - Recommended by College Presidents)

Level	Stipend
Level I	$ -0-
Level II	250
Level III	500
Level IV	750
Level V	1,000

Stipend considerations are subject to negotiation between the District and the bargaining unit. However, changes to Policy 7614 and Regulation 7614 will be made by the District only after conferring with the District Senate Council.

-- APPENDIX B --

CONTRACTING OUT - INSTRUCTION

To protect the rights of unit members and to allow the District needed flexibility, the Union and the District agree to the following conditions:

1. Only credit classes are subject to this agreement.

2. Faculty employed by the District for contract instruction are subject to the collective bargaining agreement and entitled to all rights and privileges therein guaranteed.

3. Existing apprenticeship contracts may remain in force indefinitely unless provisions concerning the nature of the employment are changed. Changed contracts are subject to review by the Union.

4. Existing non-apprenticeship contracts may remain in force until the expiration of the existing contract. Subsequent contracts will use District employees as instructors unless a waiver is granted.

5. The District may contract for instruction with outside entities and use instructors who are not District employees providing the contract does not exceed six (6) months in duration. Contracts exceeding six (6) months and any subsequent contracts with the same contractor will use only District employees as instructors unless a waiver is granted. A separate contracting unit can be based upon locational differences (the prisons at Represaa and Rio Cosumnes) or upon separate contracting units of a complex organization. On the other hand, a simple organization having a single contracting unit will be defined as a single contractor.

6. Contracts for instruction that occur beyond the borders of the State of California or in districts not contiguous to Los Rios are exempt from the limits of 2 and 5 above.

7. The Union President and the District Chancellor may waive the restrictions in this agreement under special circumstances.

-- APPENDIX D --

A. Post Retirement Employment

All full-time tenure-track certificated employees retiring prior to June 30, 1986, shall be guaranteed a minimum of 6 formula hours of part-time employment during each fiscal year for 3 years following retirement or until they reach age 65 whichever comes first. Payment shall be based upon the "B" certificated salary schedule, effective during the period services are rendered.

B. Post Retirement Medical

For a period of two years following retirement, the District shall make monthly contributions for health benefits for full-time regular members of the bargaining unit who have seven immediate prior years of service with the District at the time of retirement and who retire during the term of this agreement (to June 30, 1987). The payment will be up to a maximum of two-thirds of the amount paid for a full-time active employee (1985-86 - two-thirds of $162.09 or $108.06/month); District contribution at the two-thirds rate may provide for partial payment for dependent coverage; in no case shall the payment exceed the cost of the benefit provided. After the 2-year period, such retirees shall receive the same level of District contributions for retiree health care benefits as provided to other unit retirees, (Article 3, Section 5). This clause sunsets on June 30, 1987.

== APPENDIX E ==

C. Medical Premium Rebate

A combined District-LRCFT committee consisting of 3 LRCFT representatives and 3 District representatives shall be formed to gather information on 1) the number of employees with dual medical coverage, 2) the possible effects on base premiums of the withdrawal of such employees from the health plans and 3) the history of such rebates in other California school districts. This committee will report to District and LRCFT bargaining teams by April 1, 1986, for further negotiation subsequent to 1985-86. If an agreement is negotiated, costs shall be charged against unit's proportionate share indicated in paragraph D (2) Salary Schedules: 1986-87, Appendix "A".

IN WITNESS THEREOF, these amendments to the aforementioned 1984-87 agreement are duly executed by the parties this 22nd day of January, 1986.

LOS RIOS COLLEGE FEDERATION OF TEACHERS	LOS RIOS COMMUNITY COLLEGE DISTRICT
By: W Patrick	By: David Brown, President
By: Kenneth D.	By: David Mertes David Mertes, Chancellor

(A-13)

MERCED COMMUNITY COLLEGE DISTRICT

and

MERCED COLLEGE FACULTY ASSOCIATION, CHAPTER 770 CTA/NEA

AGREEMENT

in effect July 1, 1986 - June 30, 1989

Date Adopted: March 3, 1987

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ARTICLE I

Agreement

1. Agreement. This bilateral and binding agreement is entered into this 3rd day of March, 1987, between the Board of Trustees of the Merced Community College District, hereinafter called the "Board" or "District," and the Merced College Faculty Association, Chapter 770 CTA/NEA, hereinafter called the "Association."
2. Duration. This Agreement shall remain in full force and effect from July 1, 1986 through June 30, 1989, except those provisions negotiated between July 1, 1986 and March 3, 1987, which will be effective upon ratification.
3. Reopeners. Both the District or the Association can annually request the commencement of bargaining on Salary, Fringe Benefits and two other selected Articles for 1987-88 and 1988-89. The Association may present its initial proposal for 1987-88 not later than April 1, 1987.

For the District

For the Association

Anna Paveglio

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ARTICLE II

RECOGNITION

1. Unit Composition. The Board recognizes the Association (MCFA Chapter 770 CTA/NEA) as the exclusive representative of all certificated employees of the Board except:

   A. Superintendent-President

   B. Vice-Presidents

   C. Director of Personnel Services

   D. Director of Administrative Services

   E. Associate Deans

   F. Director of Educational Opportunity Program Services

   G. Director of Disabled Student Services

   H. Director of Learning Resources Center

   I. Director of CEW (Continuing Education for Women)

   J. Director of Research & Development

   K. All persons who are not employed to teach credit classes for at least one full semester during an academic year

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ARTICLE III

Association Rights

1. Facilities. The Board agrees that the Association shall have the right to use College equipment and building facilities at any time which does not conflict with regularly scheduled District activities. The Association agrees to submit forms as deemed appropriate by the supervising administrator for use of College facilities. The Association agrees to reimburse the District for all materials and supplies incident to each use. The Association agrees to leave facilities, buildings and/or equipment in a reasonably clean and orderly condition incident to each use.
2. Bulletin Board. The Board agrees that the Association may use, without charge, not more than one-quarter (1/4) of the total area of each facility's designated official bulletin board. Upon the Association's request, such bulletin board area will be identified by the District and labeled "Association Business".
3. Mail Service. The Board agrees that the Association may use school and other District facility mail boxes for distribution of its written communications.
4. Association Business. The Association may conduct Association business with individual employees at any time other than the individual employee's instructional classroom hours or assigned duties.

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5. Faculty Roster. Upon written request, names, division affiliation, home addresses and listed telephone numbers of all bargaining unit personnel shall be provided to the Association within thirty (30) days, if possible, of the request. This list may be requested once a semester.

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ARTICLE IV

Professional Dues and Payroll Deductions

1. Any unit member who is a member of the MCFA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments to the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated.

2. Any unit member newly employed July 1, 1986 or after, who is not a member of the MCFA/CTA/NEA or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments as a condition of employment. Payments to the Association shall be made in one (1) lump-sum cash payment in the same manner as required for the payment of membership dues, unless, however, the unit member authorizes payroll deduction for such fees in the same manner as provided in paragraph 1 of this Article. In the event that a unit member does not pay such fee directly to the Association or does not authorize payment through payroll deduction as provided in paragraph 1, the Association shall so

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inform the District, and the District shall begin (as soon as possible) automatic payroll deduction as provided in Education Code 87833 and in the same manner as set forth in paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

3. Any unit member employed prior to July 1, 1986, shall be exempt from the obligations imposed by paragraphs 2 and 4 of this article.

4. Any unit members hired on or after July 1, 1986, whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support MCFA/CTA/NEA, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the nonreligious, non-labor organizational, charitable funds listed below:
    a. The Merced College Foundation
    b. The American Cancer Society
    c. The Heart Association
    d. The United Way or one of its member organizations

5. Proof of payment to one of the designated charitable funds and a written statement of objection, pursuant to paragraph 4 above, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of paragraphs 2 of this Article. The statement of objection shall not be subject to rejection by the Association. Payments shall be in the form of receipts and/or cancelled checks indicating

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the amount paid, date of payment, and to whom payment in lieu of service fee has been made. All information as listed above shall be presented on or before thirty (30) days from the date of commencement of assigned duties within the bargaining unit.

6. With respect to all sums deducted by the District pursuant to paragraph 2 above, whether for membership dues or service fee, the District agrees to promptly remit such monies to the Association or its affiliate. The Association agrees to refund to the District any amounts paid to the Association in error.

7. Part-time certificated employees who are not eligible for health and welfare benefits provided by this Agreement are excluded from the provisions of this Article.

8. Members of the Association as of the date of ratification of this Agreement will maintain membership during the term of the Agreement.

9. The Association and the District agree to furnish to each other any information needed by either party to fulfill the provisions of this Article.

10. The Association agrees to defend, indemnify, and hold harmless the District for all legal fees and costs incurred by the District because of a challenge to the legality or constitutionality of the provisions or implementation of this Article.

    A. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this paragraph shall or shall not be compromised, resisted, defended, tried, or appealed. However, this shall in no way limit the Association's responsibility for any fees or costs incurred or agreed to by such action.

11. Upon written authorization from the unit member, the District shall deduct from the monthly salary warrant and make appropriate remittance for credit union or other plans or programs jointly approved by the Association and the District.

12. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

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ARTICLE V

Leaves

1. Sick Leave. Each member of the bargaining unit shall be entitled to one day leave of absence, with full pay, for illness, injury or quarantine for each month of service. Sick leave may be accumulated indefinitely. Absence for illness cannot be recorded as less than one-half day. The District may request certification of physical fitness before the employee's return to work in cases of extended or serious illness. A statement of illness may be required if there is any question of misuse of personal sick leave. Certificates from licensed physicians, chiropractors, osteopaths, or Christian Science Practitioners may be accepted.

   A. A faculty member who resigns, retires, or is dismissed shall receive credit for unused sick leave for the purposes of retirement benefits.

   B. The College shall provide each faculty member with an annual written statement of (1) the accrued sick leave total and (2) his/her sick leave entitlement for the academic year.

   C. Full-time faculty members teaching during any summer session may utilize any sick leave accumulated during the regular academic year.

2. Maternity Leave. The Board shall provide for unpaid leave of absence from duty for any member of the bargaining unit who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. A request for maternity leave shall be made in writing to the supervising

administrator at least thirty (30) working days prior to the day the leave is intended to become effective, unless the attending physician specifies the medical necessity for such leave to commence on shorter notice. The length of the leave of absence, including the intended date on which the leave shall commence and the intended date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District. The employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

3. Child Rearing Leave. Members of the bargaining unit shall be entitled to an unpaid child rearing leave for the purpose of caring for a natural or adopted infant for a maximum of three months. The length of the leave requested in excess of three months shall be determined by the District to coincide with the operational needs of the District but shall not exceed twelve calendar months.

A child rearing leave should be requested in writing to the supervising administrator a minimum of four weeks prior to the date the leave is proposed to commence. An employee returning from an unpaid leave of absence with a duration greater than thirty (30) days shall notify the supervising administrator in writing of intent to return at least two weeks before the expiration of the leave.

4. Industrial Accident and Illness Leave. All regularly employed certificated employees of the bargaining unit shall be entitled to industrial accident and illness leave under the following rules and regulations:

   A. Allowable leave for each industrial accident or illness shall be during the days in which the District is in session or when the employee otherwise would have been performing work for the District, and shall not exceed ninety (90) such days.

   B. The accident or illness must have arisen out of and in the course of employment of the employee, and must be accepted as such by the State Compensation Insurance Fund.

   C. Allowable leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award. Such leave shall not be accumulated from year to year. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

   D. When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

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E. During any such paid leave of absence, the employee shall endorse to the District the temporary disability and indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized deductions.

F. Any employee receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Board authorizes travel outside of the state.

G. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

5. Personal Necessity Leave.

   A. Up to six (6) days of accumulated sick leave in any school year may be used in cases of personal necessity in accord with the provisions of Section 87784 of the Education Code.

   B. Any number of the six (6) days specified in Paragraph A of this section may be used by the employee at his election for important personal necessity.

C. The total leave taken pursuant to Paragraphs A and B shall not exceed six (6) days.

D. Leave under this section shall not be used for any organized stoppage of work for the District.

E. In the event that the Personnel Office or designee denies the use of leave provided under this section, the employee may refer the matter to the Grievance Procedure for resolution. Referral to the Grievance Procedure shall not preclude the employee from taking the day off but the resolution of the grievance will determine whether the day would be chargeable as a Personal Necessity Sick Leave day.

F. Unless impractical by reason of emergency, the employee shall present his written notification for leave under this article to the Personnel Office sufficiently in advance as to avoid unnecessary inconvenience or disruption of professional responsibilities except in cases of death or serious illness of a member of the immediate family or in case of accident involving his person or property, or the person or property of a member of his immediate family.

6. Bereavement Leave. Every faculty member shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than 200 miles is involved, for each occurrence on account of the death of any member of the family. In the event that a faculty member's personal necessity leave is exhausted for the year, that faculty member may be entitled to one (1) day of paid leave of absence to attend the funeral or memorial service of a full-time College employee. This leave shall not be deducted from sick leave.

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7. Professional Development Leave. The College may grant a faculty member an unpaid leave of absence of up to two (2) years for professional development which shall include, but shall not be limited to, additional schooling and/or training, participation in faculty exchange programs, involvement in research efforts and acceptance of long-term assignments to other higher educational institutions, agencies, corporations, foundations or governments.

   A. Requests for professional development leaves will be submitted in accordance with established procedures.

   B. No more than 5% of the full-time faculty may be on professional development leave at any one time, with a maximum of twelve (12) professional development leaves for the year.

   C. A letter from the Superintendent/President notifying applicants of their acceptance or rejection shall be received by March 1.

   D. There shall be no reduction in employee benefits during the term of a faculty member's professional development leave.

8. Jury Leave. The District agrees to grant faculty members called for jury in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform jury duty.

   Upon notification of jury duty, it is the obligation of the employee to inform his supervisor immediately.

   When an employee is serving on a jury, he shall be paid the difference between his regular salary and the compensation received for jury duty with the total compensation, exclusive of mileage compensation, not to exceed the regular working salary for the said period of time.

9. Legislative Leave. A faculty member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years. The faculty member on such leave shall notify the College of an intended return at least six months in advance.

10. Sabbatical Leave. The Board and Association agree that sabbatical leaves provide a valuable means by which faculty members may either undertake a program of study, obtain work experience in their teaching areas, travel, or do research which will benefit the educational program in the District. Requests for sabbatical leaves will be submitted in accordance with established procedures. The Board agrees to grant a paid sabbatical leave to eligible faculty members recommended by the Superintendent/President and approved by the Board of Trustees. If the Superintendent/President or the Board of Trustees denies any request for a sabbatical leave, a written statement detailing the reasons for denial shall be presented to the applicant. Eligible faculty members whose requests for a sabbatical leave are not granted may reapply the following academic year.

    A. Faculty members shall become eligible for a sabbatical leave after the completion of six (6) consecutive years of service within the District. For purposes of interpreting this section, unpaid leaves granted by the Board shall not be counted as years of duty or considered an interruption of "consecutive" duty.

B. No more than 5% of the full-time faculty may be on sabbatical leaves at any one time, with a maximum of twelve (12) sabbatical leaves for the year. If there are less than the allotted number of sabbatical leaves used in any College year, the unused leaves can only be used the following year.

C. With the exception of sick leave, all certificated employee fringe benefits will continue without interruption during the sabbatical leave period. In the event a faculty member cannot complete an approved sabbatical leave because of disability, the remainder of the sabbatical leave will be suspended and reinstated or extended into the following year. Faculty members on sabbatical leave shall remain eligible for the benefits described in Article VI of this agreement.

D. A faculty member who is on sabbatical leave shall be paid 50% of regular salary by the Board for the full year sabbatical leave and 75% of salary while on a semester sabbatical leave. The faculty member shall have the right to take his/her sabbatical leave in separate semesters as long as the leave is commenced and completed within a three-year period. The amount of compensation will be based on the faculty member's regular salary at the time the leave is granted. The contribution to the State Teacher's Retirement System shall be made by the employee and the District as though the employee was on active duty excepting that these payments will be made only on the actual compensation paid the employee.

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E. The compensation to be paid the faculty member while on a sabbatical leave shall be paid in the same manner as if the faculty member were teaching in the District.

F. A letter from the Superintendent/President notifying applicants of their acceptance or rejection shall be received by March 1.

G. An eligible faculty member, if he/she so desires, may request a summer project in-lieu-of sabbatical. Such summer projects will be awarded in accordance with the procedures described above. A faculty member who is granted a summer project in-lieu-of sabbatical shall be paid one-tenth (0.1) of his/her regular salary.

H. A faculty member granted a sabbatical leave shall, on completion of his/her sabbatical leave, be required to render a period of service to the District. This period of service shall be limited to one semester if granted a summer project, to one year if granted a semester sabbatical, and to two years if granted a full year sabbatical leave. If a faculty member does not serve for the entire period of service as specified, the faculty member will be obligated to return to the District a pro-rata portion of the compensation paid for the sabbatical leave. A faculty member granted a sabbatical leave or summer project shall agree in writing that upon the completion of his/her sabbatical or summer project, he/she will render the appropriate specified period of service to the District.

I. A written report will be submitted to the Board of Trustees within thirty (30) days following the faculty member's return to duty.

11. Association Leave. The Association shall have a total of five (5) days of paid leave to be utilized by its representatives for local, state, or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from teaching duties upon ten (10) days' advance written notification to the Office of Instruction by the Association President.

12. Unpaid Personal Leaves. The Board may grant leaves of absence without pay for personal reasons. The request for leave without pay should specify the conditions of the leave, including length of the leave. Long-term leaves may be granted for the following purposes: study, travel, other employment, restoration of health, or disabilities in the immediate family.

13. Holidays. All holidays and days of special observance or mourning declared by the District which fall within any paid leave period taken by a faculty member shall not be counted as leave days.

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ARTICLE VI

Fringe Benefits

1. Eligibility. The District agrees to pay the full cost for all full-time faculty members and their dependents who choose to participate in the comprehensive program of insurance as stated in this Article. Participants are required to contribute $120 per year in order to be eligible to participate in this program. The funds contributed by the participants in this program shall be applied first to the payment of the premium for the income protection insurance and the balance applied toward the remaining benefits. The carrier for these insurance plans shall be authorized by the State of California to do business in the State of California.

2. Health Insurance

   A. The College shall provide all full-time faculty members and their dependents with a health insurance plan, including prescription coverage, providing benefits not less than the Blue Cross Plan currently in effect at Merced College, including an annual routine physical examination benefit for teacher and spouse.

   B. Faculty members on College-approved leaves of absence without pay shall have the option to maintain participation in the fringe benefit program with no cost to the District.

3. Dental Insurance. The Board shall provide all full-time faculty members and their dependents with a dental insurance plan providing benefits not less than the Delta Dental plan currently in effect at Merced College.

4. Vision Care. The Board shall provide all full-time faculty members and their dependents with a fully-paid vision plan providing benefits not less than the California Vision Service Plan (C)

5. Life Insurance. The Board shall provide all full-time faculty members with a fully-paid level term life insurance policy which shall provide a minimum $50,000 coverage and benefits not less than the current plan. Such policy shall also provide for accidental death and dismemberment coverage.

6. Salary Protection Insurance. The Board shall provide a salary protection plan providing benefits not less than the plan currently in effect in the District.

7. Tax Sheltered (Tax-Deferred) Annuities. Full-time faculty members may participate in the tax sheltered (tax-deferred) annuity of their choice, with the Board providing payroll deductions for this purpose.

8. Retired Faculty. Full-time faculty members retiring from the District shall be entitled to the benefits provided above in Section 2 - Health Insurance; Section 3 - Dental Insurance; Section 4 - Vision care; for themselves and their dependents. Eligible faculty shall have reached their fifty-fifth (55) birthday, and shall have served five (5) consecutive years in the District prior to retirement. The retired faculty member is required to contribute $120 per year in order to be eligible to participate in this program.

9. Surviving Spouse: The surviving spouse of a unit member, or of a retired unit member under Section 8, may opt for continuance of the fringe benefit health package at no cost to the District. The District shall provide coverage to the surviving spouse and surviving dependents through the last day of the month following the month in which the employee dies. Election to continue health benefits for the surviving spouse must be made in writing to the District by the last day of the month following the month in which the death occurs. The spouse's payment shall include reimbursement for the month after the unit member's death; if the spouse does not take the option, the Association shall reimburse the District for that month's premium. Payment for the remainder of the year (through September 30) shall be submitted at that time.

Each year prior to the fifth day of September, the annual renewal premium must be submitted to the District Business Office with statement of intent to continue coverage. This agreement is extended only to that person who was the spouse of the employee at the time of the employee's death.

These provisions are subject to the requirements of the insurance carrier.

10. Parking: The District shall not levy parking fees for certificated employees. The District shall furnish each certificated employee with one proper staff decal.

ARTICLE VII

Working Conditions

1. Academic Attire. If academic attire is required at Merced College activities, it will be furnished by the District at no cost to the faculty member.

2. Teaching Assignment. Faculty members' daily teaching schedules shall comprise an elapsed time of no more than eight (8) hours, from the beginning of the first class through the end of the last class on that day.

   A. Exceptions to Section 2 above may be permitted in cases where a faculty member requests, or is requested, and agrees in writing, to a different type of teaching schedule.

   B. Teaching assignments other than the locations within the Merced City Limits/Castle Air Force Base or Los Banos Campus, shall not be considered part of the workload. Any classes taught by faculty members in areas outside those listed above will be done voluntarily and will be compensated on an overload basis.

   C. The District will provide transportation or pay mileage at the prevailing rate from the primary assignment to any secondary assignment. For the purposes of this section, the primary assignment will be defined as the location where the majority of the assignment is taught in any given semester. The District will compensate faculty members for mileage based on the distance from the primary assignment to the secondary, and return, in accordance with the actual number of days that instruction is held.

3. Counseling Assignments. No member of the counseling staff will

be required to be on counseling duty more than four (4) consecutive hours per day unless he/she specifically requests or agrees, in writing, to a different type of counseling schedule.

4. Elapsed Time Requirement. Faculty members shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last assigned class on one day, and beginning of the first assigned class on the following day.
   A. In the case of assigned teaching duties involving locations other than the primary assignment, a minimum of twelve (12) consecutive hours, including travel, shall elapse between the last class or the conclusion of travel on one day and the first class or the initiation of travel on the following day.
   B. Exceptions to the elapsed time provision of Section 4 above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period.

5. Advanced Scheduling. All faculty members shall be notified in writing at least four (4) months in advance of a given academic session of their tentative course schedules for the ensuing academic period. When necessary, each faculty member shall meet with his/her supervising administrator, to modify or otherwise alter said schedule, and when possible to adopt a mutually agreeable final schedule for that academic period.
   A. Faculty members shall not be assigned more than three (3) consecutive lecture class hours in a given work day, nor more than one (1) lecture class hour followed by one (1) three-hour laboratory period, nor more than two (2)

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consecutive three-hour laboratory periods. Exceptions to such consecutive assignments may be permitted in cases where a faculty member specifically requests or agrees in writing to a different form of consecutive assignments.

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ARTICLE VIII

College Calendar

1. Board of Trustees' Right. The Board reserves the right to establish the dates of certificated employment for each school year. State-mandated holidays shall be observed. Any days of emergency closing of school by state or federal mandate shall be made up as allowed by state statute.
2. Length of Academic Year. The length of the academic year for regular contract faculty members shall be 175 days. The academic year for first-year contract faculty members or temporary certificated employees on contract may be extended an additional two (2) days without additional compensation at the discretion of the District.
3. Beginning and Ending Days of Instruction. Each year the beginning and ending days of instruction shall be determined by way of the collective bargaining process between the Association and the District. In the event a state or federal emergency creates interruption in the academic calendar that must be made up to comply with apportionment requirements, the days of make-up shall be carried out in any available non-teaching days or added to the end of the year. Such days of make-up shall be considered as part of the academic year.
4. Extended Calendar. Faculty members who are assigned work in excess of the academic year shall have their work year schedules established by the Board relative to the needs of the District. These faculty members shall be compensated at the rate of 1/175 of their salary as determined by salary schedule placement for each day of service.
5. Calendar. The calendar for the academic year 1987-88 shall begin on August 17 and end on May 24 (Appendix B).

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ARTICLE IX

Evaluation

The purpose of evaluation is to improve instruction and educational services. All full-time certificated personnel shall be included in this evaluation program, and mutually-agreed-to procedures shall be established to evaluate hourly, part-time certificated personnel. Evaluation is a joint responsibility to be shared between the administration and faculty. Division members shall be involved in the evaluation process of full-time and part-time certificated staff as prescribed by the Agreement and mutually-agreed-to procedures.

The evaluation of certificated personnel shall be limited to the employee's primary areas of responsibility. The main items for consideration in evaluation of certificated personnel are:

1. Expertise in subject matter
2. Techniques of instruction (guidance for counselors) (library for librarians)
3. Acceptance of responsibility
4. Effectiveness of communication
5. Effectiveness in working with students

Evaluation Process. The first step in the evaluation process is self-evaluation. It begins with the certificated staff member examining his/her education objectives and instructional (guidance or library) methods for his/her program, and then deciding where his/her professional approach needs improvement.

1. Regular Employees. Regular employees will be evaluated every other academic year in keeping with the requirements of the Education Code relating to certificated employees. Regular employees may select either Administrative Evaluation or

Team Evaluation. Both approaches shall include Student Evaluation as part of the evaluation process. The administration reserves the right to waive the requirement to have an Administrative or Team Evaluation performed for a regular employee but in such cases the Student Evaluation shall be completed.

A. Administrative Evaluation: the administrative evaluation is conducted by a member of the administrative staff chosen by the evaluatee and agreed upon by the appropriate vice-president. Where appropriate, the evaluation may be conducted by a designee of the administration.

B. Team Evaluation: the team shall consist of two or three persons including (1) an administrator or designee approved by the appropriate vice-president, (2) one colleague selected by the evaluatee, and (3) if desired by either the administration or the evaluatee, the division chairperson.

C. The Evaluation Process: in either approach the following steps shall be followed:

1. A pre-conference between the evaluator(s) and evaluatee will be held to discuss the goals and objectives of the employee and the process of the evaluation.
2. A minimum of one observation will be made.
3. A student evaluation shall be included as part of the evaluation process. A standard form and set of procedures shall be mutually developed by the Association and the Office of Instruction and shall be adhered to by the evaluatee.
4. The evaluation shall be documented with forms for placement in the employee's personnel file. In the event the team evaluation is used, one compositive

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evaluation shall result and it shall reflect a consensus appraisal of team members.

5. A follow-up conference shall be held and include (a) a discussion of the evaluation and (b) notification of employee's right to respond in writing.
6. Written comments by the evaluatee shall be placed in the personnel file along with the evaluation, when such is requested by the evaluatee.
7. Either the administration or the evaluatee may request that a second evaluation be performed using the modes allowable under this article. When a second evaluation is requested, it will be performed by different personnel than those involved in the first evaluation. Nothing in this paragraph would limit the number of evaluations should the employee's performance be deemed unsatisfactory (see "Due Process Procedure.")

2. Contract Employees. Contract employees shall be evaluated each academic year. Contract employees may select either Administrative Evaluation or Team Evaluation. Both approaches shall include Student Evaluation as part of the evaluation process. The evaluation process is to be identical to that of a regular employee except that a minimum of two observations must be performed prior to the evaluation.

3. Due Process Procedure. The primary purpose of evaluation is to acknowledge that effective teaching, counseling and library services are being provided by certificated employees. In cases of unsatisfactory performance, the evaluation for both regular and contract employees may be repeated at more requent intervals than in Sections 1 and 2 above.

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The following points will be included in the evaluation process:

(a) A clear explanation of the areas the employee needs to improve in order to perform effectively.

(b) An explanation of any deficiency so that the employee may understand what to improve.

(c) An outline of assistance shall be provided by the evaluating administrator or team in the event of an unsatisfactory rating.

(d) An establishment of a reasonable timetable for improvement.

(e) A denotation of exemplary teaching qualities shall be included whenever appropriate.

An employee may examine his/her personnel file at any time, and copies of any material placed in the file as a result of the procedures herein outlined are to be given to the employee for his/her information.

ARTICLE X

Workload

1. Instructor Load. A normal work week for full-time certificated personnel is forty (40) hours. Instructors may spend part of that time at any convenient study location either on campus or off campus, preparing for classes, grading papers, and performing other related instructional activities. In addition to the scheduled class-meeting times, the professional nature of education would indicate that the full-time faculty member should be available on campus for reasonable periods of time to meet and consult with the students, the administration and the community and to perform other assigned duties.

   A full-time teaching assignment in terms of units of teacher load is 30 units for an academic year. Whenever possible, the teaching assignment shall be distributed evenly over the academic year. The teaching assignment may be at any time regular College classes are offered.

2. Unit Load. Standards for minimum assignments of certificated personnel are as follows:

Semester Load Units	Hours/Week Per Semester	Activity
1	1	Lecture Classes
2	3	Scheduled Laboratory Classes
2	3	Class in Athletics
4	5	Lecture-Laboratory Classes
1	2	Assigned Counseling
1	2	Assigned Supervision of Clinical Practice or Audio-Tutorial Lab
1	-	Supervision of 15 Work Experience Students
To be determined by mutual agreement		Special Assignments

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3. Reduction in Load. No full-time faculty member will have less than thirty (30) units of assigned load per college year.

4. Class Size. Class sizes shall not exceed the maximum established class sizes in effect during the 1976/77 academic year. During the period of this agreement, changes in the class size of new courses shall be determined by the supervising administrator. The voluntary written consent of the faculty member shall be required to exceed established class sizes. Minimum class size guidelines:

	Regular Classes	Advanced Classes with Prerequisites
Lecture	15	12
Labs	15	12
Seminars	15	12

NOTE: The above minimum class size policy recognizes the fact that there will be exceptions to these guidelines--when, at the discretion of the Office of Instruction, it is in the best educational interest of the student, the College, or the community.

5. Counselors. Assignment of counselors to special projects or duties relating to counseling (i.e., orientations, school visitations) which cannot be completed during the counselor's scheduled counseling time shall be voluntary, with the compensation (either overload pay or compensatory time off) agreed to prior to the assignment.

6. Librarians and Media Center Faculty. Librarians and Media Center faculty shall have a maximum workload of 40 scheduled hours per week. Any assigned hours in excess of the maximum workload shall be considered overload, and shall be compensated at the appropriate hourly rate.

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7. Office Hours. Instructor office hour requirements per week include any appropriate time periods of at least one-half hour for a total of one hour for every three hours of lecture, between the hours of 7:30 a.m. and 10:00 p.m., unless otherwise approved by the supervising administrator.

8. Annual Workload. The annual workload of each certificated employee other than instructors, counselors, and librarians (including Media Center faculty) will be determined by mutual agreement between that certificated employee and his/her supervising administrator as well as the approval of the Superintendent/President. The workload may include any combination of the following:

   A. Length of contract - any number of days mutually agreed upon.

   B. Release time - any number of units mutually agreed upon.

   C. Stipend - any amount of compensation mutually agreed upon.

9. Assigned time is authorized for the purpose of compensating faculty members who have assigned responsibilities which may require working extended and irregular hours.

ARTICLE XI

Salaries

1. Classification by Professional Preparation. Teachers shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advance preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of the next semester after the new classification requirements have been met. It shall be the responsibility of the faculty member to notify the District of his/her eligibility for reclassification no later than the first day of the semester.
2. Initial Step Placement. Faculty shall be given credit on a year-for-year basis up to and including 5 years at the time of initial placement on the salary schedule for previous relevant full-time work or teaching experience. After five years' credit, by recommendation of the Superintendent/President, faculty may be allowed one year of credit for two years of previous relevant full-time work or teaching experience up to and including 4 additional years at the time of initial placement on the salary schedule.
3. Professional Growth Increments. The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If the faculty member is employed for at least 75% of the total teaching days of an academic year, he/she shall be given credit for a full year's experience for salary schedule advancement purposes. Two one-half academic years shall count as a full year. After a faculty member reaches Class V, Step 14, on the salary schedule, he/she

shall be awarded one vertical increment in Class V beginning the 18th, 22nd, 26th, 30th, etc., until he/she officially retires.

4. Units for Salary Placement Purposes. A unit is a semester unit granted by an accredited collegiate institution. All units earned while qualifying for the Bachelor's Degree shall be counted only in Class I. Such units are not applicable for advancement on the schedule to a higher level. Undergraduate courses taken subsequent to receipt of the Bachelor's Degree may be counted for progression on the salary schedule if they bear a direct relation to the applicant's teaching assignment. An applicant, in order to have lower division course units count for horizontal progression on the salary schedule, must secure written approval from the Superintendent/President prior to taking such courses. Lower division course units will only be acceptable if they are directly related to the faculty member's teaching area or are part of an approved program to qualify the faculty member to teach in a new area. In order to be applied to horizontal progression on the salary schedule, two-thirds of all graduate-level courses must have a direct relation to the applicant's teaching area, with the other one-third being at the applicant's discretion.

5. Salary Schedule. The District agrees to provide a four percent (4%) across-the-salary-schedule increase for school year 1986-87 retroactive to July 1, 1986. The current faculty schedule shall be affixed to this agreement as Appendix A.

6. Hourly Salaries. Part-time evening, day overload, summer session and other assigned responsibilities will be compensated as follows:

	Hourly Rate (effective 7/1/86)	Hourly Rate (effective 1/1/87)
Less than a Master's Degree	$15.00	$16.00
Master's Degree	16.00	17.00
Doctorate from an accredited institution (if not in U.S., accreditation to be verified by University of California)	17.00	18.00
Counseling	12.75	13.00
Non-teaching Assignment	10.75	11.00

7. Field Trips. Faculty members who participate in field trips and excursions shall be compensated at the rate of 1/350th of their annual salary for each 24-hour period worked in addition to the 175 days identified in the College calendar.

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ARTICLE XII

Professional Travel

1. Per Diem. Faculty members shall receive a per diem allowance for room, board, and other related expenses based on circumstances of travel for all approved trips outside the area served by the College. Expenses incurred by a faculty member necessary to the trip shall be reimbursed at the prevailing rate.
2. Use of Private Vehicle. The District will not require faculty members to use their personal vehicles on District business. If a faculty member uses a private car by choice for an approved College trip when a College car is available, the faculty member is to be reimbursed for transportation at the the prevailing rate.
3. Licensing. If special California driver's license and/or special requirement for licensing are required in order for the faculty member to fulfill his/her assigned duties, the Board shall pay all costs involved in obtaining these licenses and/or fulfilling these requirements.

ARTICLE XIII

Transfers

1. Voluntary. The Association agrees that the Superintendent/President is authorized under the Education Code to make assignments of all employees to vacant positions based upon the needs of the District. A bargaining unit employee may request a voluntary transfer. The District shall attempt to honor requests for voluntary transfers when the training, experience, and the abilities of the requesting employee match the vacant position job specifications.
2. Involuntary. Involuntary transfers may be made, based upon the needs of the District as determined by the Superintendent/President or his designee. The District shall consider the preferences of the involuntary transferee when making such assignment. However, the needs of the District shall be paramount and shall take precedent over the preference of the involuntary transferee.

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ARTICLE XIV

Division Chairperson

1. Selection. At the beginning of the 1976/77 academic year and whenever a vacancy exists, each division shall select by secret ballot a division chairperson. The term of the chairperson shall be two (2) years. The division chairperson may serve for a maximum of two consecutive terms, except by 2/3 approval of the Division. Each full-time faculty member in the division shall have one vote. No chairperson, however, shall be elected unless a majority of the faculty voting in the election at regularly scheduled divisional faculty meetings votes for the electee.

2. Annual Workload. The annual workload of each division chairperson will be determined by mutual agreement between the division chairperson and his/her supervising administrator and approved by the Superintendent/President. The workload may include any combination of the following:

   A. Length of contract - any number of days mutually agreed upon

   B. Release time - any number of units mutually agreed upon

   C. Stipend - any amount of compensation mutually agreed upon

3. Recall and Resignation. A chairperson may resign at any time or may be relieved of his/her duties by:

   A. The Superintendent/President of the College with the approval of the majority of the division and/or the approval of the Board of Trustees, or

   B. The majority vote by secret ballot of the division with the approval of the Superintendent/President and/or the Board of Trustees.

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ARTICLE XV

Retirement

1. Retirement. All school employees shall retire as prescribed by law.

2. Reduced Teaching Load Option. The State Teacher's Retirement system provides that certificated employees may, under specified conditions, accrue full-time retirement benefits while teaching part-time. Under such a program, both the District and the employee would continue to make contributions to the State Teachers' Retirement System equal to what would be made if the employee were working full time. Prior approval from the Board must be obtained by persons who wish to participate in the program.

   A. Merced College faculty members may apply to earn full-credited service for part-time teaching with the following provisions:

      1. The faculty member must be at least 55 years old, but no older than the maximum age prescribed by law.
      2. The faculty member must have provided service in California public schools for at least five (5) years.
      3. The faculty member must have been employed on a full-time basis during the preceding five years.
      4. The faculty member must provide service of at least 15 units during the academic year. This teaching assignment may be completed in one semester or two semesters at the discretion of the faculty member.

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B. Following approval by the Board, the program may continue for a period not to exceed five years.

   1. At the end of an academic year, the faculty member shall be returned by his/her request to full-time status subject to District approval.

   2. The faculty member must give to the District at least one semester's notice of intention to participate in this program.

   3. Any faculty member who chooses to participate in this program will be granted the same fringe benefits as full-time faculty members.

3. Retirement Option. Through June 30, 1989, members of the unit with 15 years of service and at least 55 years of age will be granted at their option a retirement incentive:

Under the plan, the retiree will be hired back to provide service up to 5 years or age 70, whichever comes first. The retiree will provide 6 units of service annually at a rate allowable by the regulations of the State Teachers' Retirement System.

Other procedures will be as set forth in Appendix C, "Certificated Retirement with Continued Earnings."

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ARTICLE XVI

Safety and Health

Compliance with federal regulations and the California State Occupational Safety and Health Act is the responsibility of the District. The District will maintain a safe and healthful place of employment.

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ARTICLE XVII

Effects of Layoff

1. Agreement:

When the Board of Trustees deems that a layoff of certificated personnel is to be implemented, the District and Chapter agree that the provisions of the Education Code as currently stated shall prevail in layoffs or reduction in force. The following agreed procedures and guidelines will be observed regardless of subsequent code changes:

2. Definitions:

   A. "Layoff" means certificated termination of services either for a reduction in attendance or reduction or discontinuance of a particular kind of service (PKS) as currently provided in Section 87743 of the Education Code (E.C.). Layoff does not include termination for cause.

   B. "Seniority" means the considerations afforded an employee on the basis of greatest length of service to the District as a regular employee to carry on credentialed activities based on service date of hire. Classification is retained as a classroom instructor.

   C. "Date of Hire" means the first day of employment in a contract position as currently in E.C. 87414.

   D. "Bumping" applies only to layoff and means a permanent employee with greater seniority is assigned duties a less senior employee has been carrying out that the senior employee is capable and certificated to perform thereby leaving the less senior employee subject to earliest layoff.

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E. "Seniority list" shall include all certificated employees except temporaries. The District shall develop and maintain a seniority list including all certificated employees except temporaries. Certificated employees in categorically funded programs may be terminated rather than laid off. In case of identical first date of paid service for one or more employees, the order of seniority shall be determined by name drawing. Employees shall cooperate by annually verifying in writing their dates of employment, credentials held, prior experience and preparation, which information, if agreed as accurate, will be used in the event of layoff. Contents of this list shall be made available to the bargaining unit annually upon request.

3. Identifying Certificated Employees to be Noticed: After the Board of Trustees has determined which programs or services are to be discontinued, the following method of determining who will be given layoff notice will be followed:

ADA layoff notice will be sent to the number of persons at the bottom of the seniority list (last hired) equivalent to the number of persons allowed by the ADA calculations. The District may skip employees if they possess special competencies or credentials essential to the District as long as no more senior employee being laid off has those credentials and competencies.

PKS layoff notice will be sent to the number of persons at the bottom of the seniority list within the persons performing each service equivalent to the number of persons authorized for layoff except those most junior in each service that would be laid off from that service will have their records reviewed, in seniority order, to see if they may bump more junior employees in other areas not directly affected.

Primarily, the order of layoff shall be determined on the basis of seniority and credentialing.

4. Teaching Assignment: Current preparation is weighed in three components. First is the authorization or credential issued by the State of California; second is academic preparation in major fields, minor fields and special interest areas of aptitude or preparation; and third is consideration of occupational experience and/or classroom instructional experience in special aptitude or interest areas. For purposes of layoff seniority, authorization by the general secondary credential is judged to exist in major and minor fields and subject areas previously taught in the professional experience of the instructor. Authorizations by other types of credentials are as provided specifically by the authorization stated on the credential and within the preparation or specialization of the certificated employee.

The certificated faculty member will be considered qualified to render service by being in possession of an appropriate credential plus completion of appropriate academic preparation at the time of submission of notices of layoff.

The employee shall be considered qualified to serve the District in any capacity for which he or she has had successful classroom or other appropriate experience in the subject, subject area, or closely related subject areas that by present and/or past assignment provide a basis for becoming qualified at the time of submission of notices of layoff, or March 1st, whichever is later.

Nothing in this article shall in any way reduce or modify any rights of the employee under the law.

5. Notice of Layoff: All notifications shall meet the provisions of the now current Education Code. No later than March 15, written notice of intention to lay off employees for the ensuing school year will be provided by the Superintendent or his designee to each employee to be laid off and to the governing board. Notice shall include the effective date, seniority, reemployment rights, and instructions for requesting a hearing. The District and the Chapter shall meet upon request of the Chapter after any notice of layoff has been sent, to discuss the rights of such layoffs on affected employees.

6. Retirement in Lieu of Layoff: Affected employees who elect service retirement from the State Teacher's Retirement Service (STRS) shall be placed on the reemployment list and shall be offered reemployment in the proper order of reinstatement. If the offer of reinstatement is accepted in writing, the district shall allow time for STRS to process the reinstatement from retirement. Any election to retire after being laid off shall be treated as retirement in lieu of layoff within the meaning of this section.

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An employee subject to this section who retires and is eligible for reemployment and declines an offer of reinstatement shall be deemed to be permanently retired.

7. Reduced Work Load: A certificated employee, when offered, may accept a reduced load in lieu of layoff. Such employee shall be paid pro-rata on the percentage of a full load. The employee's position on the salary schedule shall not be affected.

8. Reemployment Rights: Contract and regular certificated employees who have been laid off have preferential reemployment rights if the number of employees is increased or a discontinued service is re-established. Reemployment rights also include first refusal in substitute or part-time service. Regular employees have reemployment rights for 39 months from date of layoff, contract employees for 24 months.

Reinstatement following layoff shall be in the original order of employment. An offer of reinstatement must be accepted in writing within 30 days by the affected employee or his/her attorney-in-fact. Failure to accept or appear for service on the date specified shall render the offer null-and-void, and shall permit the district to offer reinstatement instead to the next eligible instructor or outside applicant. Failure to accept reinstatement shall not otherwise affect the eligibility for any subsequent reinstatement; however, the reinstated employee may not later be bumped by the senior employee(s) refusing reinstatement. Should an employee on layoff refuse reinstatement and the District hire a contract instructor for the assignment, the contract instructor may not be bumped by the employee(s) refusing reinstatement.

Exception 1: Should an employee become eligible for reinstatement after the academic year has started but due to inability to gain release from contract obligation in another district be unable to immediately return, the position shall be filled by substitution of a less senior certificated on layoff and available for assignment or by other substitute and the eligible employee shall be returned for the next subsequent academic year after fulfilling his or her obligation in the other district. Three refusals to return to the position from which laid off shall result in removal from the reemployment list and the District shall no longer be obligated to notify or reemploy that certificated person.

Exception 2: Should subsequent layoffs by the District take place, reinstatements shall maintain the order of seniority. All reinstatement shall follow the above provisions beginning again with the latest date of layoff.

9. Reemployment Roster: The District will maintain a roster of certificated employees terminated through layoff for 39 months, as required by the Education Code. Records shall also be kept on seniority information and a valid address provided by the terminated employee. The employee shall be responsible for informing the District of any change of address for notification of employment opportunity in the District. Failure to provide such address shall allow the district to otherwise fill the position.

An employee's name shall be removed from the roster in the event of written request by the terminated employee, death, three refusals to return to the original position of termination, or end of the 39-month period.

The District shall provide the Association with a current copy of the roster annually in August or when major changes occur.

10. Maintenance of Seniority During Layoff: During layoff and after return to work, the terminated employee will retain the full seniority status enjoyed prior to layoff.

11. Management Rights of Assignment: After any layoffs have been carried out in accordance with provisions of this article and statutes current with the writing of this agreement, management may exercise its right of assignment of faculty duties to the remaining certificated employees.

12. Bargaining Unit Option: The bargaining unit may opt for reductions in wages, benefits and increased or decreased work loads in order to offset layoffs. Such option shall reflect the principle of seniority and shall be at no extra cost for the District than the implementation of layoff would be. Such action would require a year by year arrangement of mutual agreement.

13. Fringe Benefit Option: Certificated employees on layoff shall have medical, dental, vision and life insurance coverage on the same bases as required of other members of the certificated unit until September 30 of the year of layoff. Such coverage shall be terminated earlier at the request of the laid-off employee. Retirees are entitled to coverage as provided elsewhere by this agreement and board policies. The laid-off employee may retain his fringe benefits for the balance of the 39 months upon payment of full cost to the District.

14. Site of Assignment: In minimizing the necessity for layoffs, it may be necessary to transfer certificated employees to other District job sites than those upon which they have worked the majority of time for the prior three years or part thereof. If the distance to the new job site is more than 5 miles from the current site, the District shall pay non-instructional hourly plus mileage at the District travel rate for the weekly travel time and distance. The District shall make every effort to reinstate the entire assignment to the original location at the earliest possible date. The District and CTA shall meet annually to review the necessity for assignments away from the primary place of assignment when such involuntary transfers are in existence.

15. Resolution of Disagreement: Any disagreement in the interpretation of this article that cannot be resolved short of litigation shall be resolved on the basis of current Education Code provisions.

ARTICLE XVIII

Savings

1. Severability. If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent final jurisdiction, such provision shall be modified in accordance with that decision, but all other provisions shall not be affected thereby and shall continue in full force and effect.
2. Reinstatement. If any provision of this agreement, which is deleted in accordance with section 1 of this article, is later deemed to be valid by operation of law or by a court or other tribunal of competent final jurisdiction, then both parties agree to commence negotiations on that provision within ten (10) days.

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ARTICLE XIX

Grievance Procedure

1. Purpose. The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise to affect the welfare of certificated employees.

2. Definitions.
   A. For the purpose of this Agreement, a grievance shall be any claim by a member of the bargaining unit that there is alleged to have been a violation, misapplication, or misinterpretation of the Agreement.

   B. A "day" for the purposes of this grievance policy is any day on which the administrative offices of Merced College are open for business.

3. Limits.
   A. Nothing in this article will be construed as limiting the right of any member of the bargaining unit having a grievance to discuss the matter informally with any appropriate member of the management team and to have the grievance resolved without intervention by the Association, provided that the resolution of the grievance is not inconsistent with this Agreement.

   B. Notwithstanding paragraph "A" above, the Association may file a grievance on behalf of a unit member or a group of unit members if the unit member or a majority of the group of unit members consent.

   C. Nothing in this article will be construed as limiting the right of a member of the bargaining unit to pursue the resolution of any grievance through legal channels.

   D. The response days cited under "Procedure" are maximum limits only and every attempt should be made to expedite the processing of a grievance in the smallest number of days. However, nothing in this article would prevent the extension of a deadline if such is agreeable to both parties.

4. Time Lines.
   A. In the event a grievance cannot be processed through all steps by the end of spring semester, it may be continued at the beginning of the fall semester. Continuation of the process through the summer vacation may proceed if agreeable to all participants.

   B. Failure of the representative of the District to adhere to the deadlines in the grievance levels shall allow the grievant the right to appeal to the next level. Failure of the grievant to adhere to the deadlines in grievance levels means that the right to appeal to the next level is waived.

5. Procedure.

A. Level I - Informal

1. Before filing a grievance, and within ten (10) days following knowledge of the act or condition which is the basis of the complaint, the grievant shall meet with his/her immediate supervisor to discuss the grievance and solve the problem at the lowest level; clarify issues, state the solution, and work cooperatively toward settlement.

B. Level II - formal

1. If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may submit a written grievance to his/her immediate supervisor. Such appeal must be made within ten (10) days after presentation of the grievance at Level I. The written information shall include: (a) a clear statement of the occurrence of an act or omission or any other circumstance giving rise to the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) a listing of the specific provisions of this Agreement which are alleged to have been violated or misapplied; (c) a listing of why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) the specific remedy sought.

2. The immediate supervisor or designee shall communicate in writing his/her decision within ten (10) days.

C. Level III - Formal

1. If the grievant is not satisfied with the decision at Level II, he/she may appeal to the President or designee. Such appeal must be made within ten (10) days from the time of receipt of the immediate supervisor's decision. The written information shall include all that which was submitted for Level Two above, a copy of the immediate supervisor's decision at Level II, and a listing of the specific reasons why the Level II decision is unacceptable, if it is different from the proposed resolution of the problem at Level I.

2. The President or designee shall communicate in writing his/her decision within ten (10) days of receipt of the Level II appeal by the grievant.

D. Level IV - Formal

1. If the grievant is not satisfied with the decision at Level III, he/she may appeal to the Board of Trustees. Such appeal must be made within ten (10) days from the time of receipt of the President's decision. The written information shall include all that which was submitted for Level III above, a copy of the President's decision at Level III, and a listing of the specific reasons why the Level III is unacceptable, if it is different from the proposed resolution of the problem at Level II.

2. The Board will hold a closed session hearing in order to address the grievance at or before its next scheduled public meeting (the grievant may request, in writing, to have an open hearing). By mutual agreement the grievance hearing may be delayed. Within five (5) days of the hearing the Board will communicate, in writing, its decision to the grievant. The decision of the Board will be final except that the Association may refer the matter to a court or body of proper jurisdiction without prejudice.

6. Rights of Faculty Members.

A. No reprisals of any kind will be taken by the Board, the President of the College, or by any member or representative of the administration of the College, against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure.

B. A unit member may be represented at all stages of the grievance procedure by himself/herself or any representative, including a representative provided by the Association, selected by the faculty member. An employee requested to appear as a witness in conjunction with this article shall suffer no loss of pay.

GLOSSARY

1. "Academic Year" means the school year and shall cover a time period from the start of the fall term to the end of the following spring term during which regular day school is maintained. This period must include not less than the number of days of teaching required to entitle the District to apportionments of state funds.
2. "Administration" means the District Superintendent/College President, Vice-Presidents, Director of Personnel Services, Director of Administrative Services, Associate Deans, and other persons having managerial responsibilities in areas covered by this Agreement.
3. "Association" shall be interpreted as the Merced College Faculty Association (MCFA-Chapter 770 CTA/NEA), the California Teacher's Association, and the National Education Association; likewise, references to any or all of these (MCFA/CTA/NEA) shall be interpreted as the Association.
4. "Bargaining Unit Member" means the same as a faculty member.
5. "Daily Rate of Pay" means the annual contract salary divided by 175 days.
6. "Days" means calendar days during which students may be required to be in attendance plus calendar days when faculty members may be required to attend meetings or participate in College activities.
7. "Division Chairperson" means any faculty member in a position covered by Article XIV - Division Chairpersons.

8. "Faculty" refers to all employees who are included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this agreement.

9. "Faculty Member" refers to any individual employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.

10. "Family" means husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandfather, grandmother, mother-in-law, father-in-law, and dependent relatives of the employee or the employee's spouse, or any relative of either spouse mutually deemed by the employee and Personnel Office to have a close family relationship.

11. "Paid Leave" means that a faculty member shall be entitled to (a) receive appropriate wages and all benefits as provided for in this agreement; (b) determine the assignment he/she will return to in accordance with the provisions of this agreement; and (c) receive credit for annual salary increments provided during the paid leave.

12. "Unpaid Leave" means that a faculty member prior to the leave shall be entitled to determine by mutual agreement with the Board (a) the assignment he/she will return to in accordance with the provisions of this agreement; (b) the continuation of any or all benefits provided for in this agreement; and (c) credit for professional growth increments.

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APPENDIX A

Revised 3/3/87

Suppplement to 4350

Merced Community College District
Certificated Salary Schedule
1986/87

	B.A. or initial Vocational Credential	M.A. or initial Vocational Credential including Bachelor's degree, or full Voc. Credential	B.A. +45 units including M.A., or M.A. + 15 or Full Vocational Credential including Bachelor's degree, or initial Vocational Credential plus Master's Degree	B.A. + 60 units including M.A., or M.A. + 30, or Class III plus 15 units, or Full Vocational Credential plus Master's Degree	B.A. + 75 units including M.A., or M.A. + 45, or Class IV plus 15 units; Master's Degree must be included
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	20,054	22,062	23,065	24,066	25,066
2	21.054	23,065	24,066	25,066	26,070
3	22,062	24,066	25,066	26,070	27.073
4	23,065	25,066	26,070	27,073	28,077
5	24.066	26,070	27,073	28,077	29,084
6	25,066	27,073	28.077	29,084	30,130
7	26,070	28,077	29.084	30.130	31,177
8	27,073	29.084	30.130	31,177	32,232
9	28,077	30,130	31,177	32,232	33,287
10	29,084	31,177	32,232	33,287	34,340
11		32,232	33,287	34.340	35,403
12			34,340	35,403	36,462
13				36,462	37,532
14					38,603
18					39,677
22					40,827
26					42,011
30					43,228

A faculty member having an earned doctorate shall be advanced two (2) additional steps on the salary schedule. Faculty members having an earned doctorate who have advanced to Step 13 or beyond in Class V will receive a stipend equal to the difference between Step 12 and 14 in Class V.

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APPENDIX B

1987-88 Merced College Calendar
Approved by the Board of Trustees on 1-6-87

Days Maint.

July 1987 — 0

S	M	T	W	TH	F	S	
			1	2	3	4	Independence
5	6	7	8	9	10	11	Day, July 3.
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

August 1987 — 11

S	M	T	W	TH	F	S	
						1	Fall Semester
2	3	4	5	6	7	8	Begins
9	10	11	12	13	14	15	Aug. 17
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

September 1987 — 21

S	M	T	W	TH	F	S	
		1	2	3	4	5	Labor Day,
6	7	8	9	10	11	12	Sept. 7
13	14	15	16	17	18	19	1st Census
20	21	22	23	24	25	26	Day,
27	28	29	30				Sept. 8

October 1987 — 22

S	M	T	W	TH	F	S	
				1	2	3	2nd Census
4	5	6	7	8	9	10	Day,
11	12	13	14	15	16	17	Oct. 26
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

November 1987 — 18

S	M	T	W	TH	F	S	
1	2	3	4	5	6	7	Veteran's
8	9	10	11	12	13	14	Day, Nov. 9
15	16	17	18	19	20	21	Thanksgiving,
22	23	24	25	26	27	28	Nov. 26-27
29	30						

December 1987 — 14

S	M	T	W	TH	F	S	
		1	2	3	4	5	Finals,
6	7	8	9	10	11	12	Dec. 14-18
13	14	15	16	17	18	19	End of
20	21	22	23	24	25	26	Semester,
27	28	29	30	31			Dec. 18
							Semester Break,
							Dec 21 - Jan 8

Days Maint.

JANUARY 1988 — 14

S	M	T	W	TH	F	S	
					1	2	Spring Semester
3	4	5	6	7	8	9	begins Jan. 11
10	11	12	13	14	15	16	King's Day,
17	18	19	20	21	22	23	Jan. 18
24	25	26	27	28	29	30	
31							

February 1988 — 19

S	M	T	W	TH	F	S	
	1	2	3	4	5	6	1st Census Day,
7	8	9	10	11	12	13	Feb. 1
14	15	16	17	18	19	20	Lincoln's Day,
21	22	23	24	25	26	27	Feb 12
28	29						Washington's Day,
							Feb. 15

March 1988 — 19

S	M	T	W	TH	F	S	
		1	2	3	4	5	2nd Census Day
6	7	8	9	10	11	12	Mar. 21
13	14	15	16	17	18	19	Spring
20	21	22	23	24	25	26	Vacation,
27	28	29	30	31			Mar. 28-Apr. 1

April 1988 — 20

S	M	T	W	TH	F	S	
					1	2	Good Friday,
3	4	5	6	7	8	9	Apr. 1
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

May 1988 — 17

S	M	T	W	TH	F	S	
1	2	3	4	5	6	7	Finals,
8	9	10	11	12	13	14	May 18-24
15	16	17	18	19	20	21	Memorial Day,
22	23	24	25	26	27	28	May 30
29	30	31					End of Semester,
							May 24

June 1988 — 0

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Total Days Maintained For Fall Semester 86

Total Days Maintained For Spring Semester 89

Final Examinations: Dec. 14-18, 1987
May 18-24, 1988

Graduation: May 24, 1988

1987 Summer School: June 22-July 31

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Appendix C

CERTIFICATED RETIREMENT WITH CONTINUED EARNINGS

1. After fifteen years of full-time satisfactory service in the Merced Community College District and attainment of the age of 55, a certificated employee who wishes to retire from service and to continue employment shall notify the Superintendent/President in writing of the desire to continue partial employment after retirement. Such employment for any fiscal year shall not exceed the maximum allowable under the regulations of the State Teachers' Retirement System (STRS).

2. The communication shall contain a statement as to when the employee desires to render service and in what teaching discipline. Options may be submitted as alternatives for consideration. The specific assignment must be agreed upon by both parties. The agreed teaching time shall be during the fall and/or spring semesters following practices for assignment of regular employees of the district with consideration to the emeritus employee's retirement objectives. The employee and appropriate dean shall meet annually to agree and articulate the assignment. The District may request a successful physical examination.

3. The Superintendent/President shall forward a recommendation for action to the Personnel Office. The Personnel Office shall prepare the contract in concert with the dean responsible for the teaching assignment to be performed. The contract shall be limited to 5 years or age 70, whichever comes first. Nothing precludes the district right to extend or utilize the provisions of this program beyond the limits on an individual year-to-year basis.

4. Such employment shall not act to reinstate the employee as a member of the retirement system or to terminate or suspend retirement allowance entitlement, and no retirement deduction shall be held or paid by the District as retirement contribution from salary earned under this partial employment. Retirees employed under these provisions shall be eligible to receive those benefits provided to retirees by board policy and the certificated contract with the District.

5. The continued employment shall be within the employee's competence and credential certification as recorded by the District for all instructors. Participants shall not have the right to bump regular and full-time faculty; however, such agreement shall allow bumping of part-timers to provide the agreed-upon load. Through mutual agreement, the emeritus employee may postpone instruction during any year and teach during a subsequent year provided other provisions of this procedure are not violated.

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6. Compensation for retirees under this plan shall be effected through issuance of a modified contract as is now used for reduced load option and in accordance with provisions of Education Code 23919: retirees are limited as to annual net earnings gained through services to public schools. Compensation shall be on the basis of 6 units taught for an amount up to the maximum allowed under STRS regulations. The intent of this provision is that total earnings or work days shall not exceed what is permitted by state law.

7. The District has the right to terminate the agreement for cause. The retirants employed under this program shall have normal access to due process under the law.

8. Emeritus employees in this program shall be paid on an equal monthly basis during the time period worked. The first payment will be made on the last day of the month in which service is rendered to the District.

AG 2

MEMORANDUM OF UNDERSTANDING

The Merced College Faculty Association and the Merced College District agree to mutually explore and negotiate the feasibility of leaving MCSIG II (Joint Powers Agreement) and entering the Central Valley Schools Health and Welfare Trust.

The product of the exploration and negotiation would be a decision to either remain in the Merced County Schools "JPA" or to leave same and enter the Trust effective the 1988-89 school year (notification to the JPA would be required prior to July 31, 1987).

Nothing in this memorandum would preclude this item from being separately negotiated in addition to the "openers" in the Agreement between the Faculty Association and the District.

Faculty Association	District
Anna Paveglio	

AGREEMENT BETWEEN

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

and

MONTEREY PENINSULA COLLEGE TEACHERS ASSOCIATION (MPCTA)/CTA/NEA

May 13, 1987 -- June 30, 1989

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PREAMBLE

This is an Agreement made and entered into this 13th day of May, 1987, between the MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," and the MONTEREY PENINSULA COLLEGE TEACHER'S ASSOCIATION (MPCTA)/CTA/NEA, hereinafter referred to as the "Association." This Agreement is entered into pursuant to Sections 3540 et seq. of the Government Code of the State of California. The term "Agreement" hereinafter shall mean this entire document, including Exhibits. This Agreement shall be effective May 13th, 1987.

Article 1: Recognition

1.1 Acknowledgement -The District recognizes the Association as the Exclusive Representative for the unit of employees certified by the Public Employment Relations Board on December 22, 1978, to the full extent of all law appertaining:

THE UNIT SHALL INCLUDE:

All positions requiring certification qualifications, including division chairpersons:

AND SHALL EXCLUDE SPECIFICALLY:

President/Superintendent

Administrative Dean of Student Personnel

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Administrative Dean of Instruction

Administrative Dean of Personnel

Business Manager

Dean of Institutional Planning

Associate Dean of Community Education

Associate Dean of Student Personnel

Associate Dean of Vocational Education

Director of EOP&S

Director of Supportive Services

Director of Data Processing

Coordinator of Fort Ord

Coordinator of Older Adults

Director of Continuing Education

Director, College Readiness Program

Coordinator of Parks and Recreation

Apprenticeship Program Instructors

Hidden Valley Music Seminar Instructors

Instructors of Administration of Justice courses 602, 606, 651 other than Instructor of Record

Fire Science Instructors at Asilomar

Parks and Recreation Instructors at Asilomar

AND SHALL EXCLUDE:

Classified supervisory, management, and confidential employees

Consultants and guest lecturers

Employees who teach only non-credit (900) level courses

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Employees hired as substitutes only.

1.2 New Position and Reclassification of Position - Should any new positions be established or regular positions be reclassified during the term of this Agreement, the placement of those positions in or out of the unit shall be discussed and clarified with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new or reclassified position or a mutually agreed-to time, it shall be submitted to the Public Employment Relations Board and shall not be processed as a grievance. The District designation of a new or reclassified position shall remain in effect until the issue is resolved.

1.3 Contracting Out - Before executing a contract for services which have been routinely performed by members of the bargaining unit and which will result in a lay-off, reduction of assigned hours, transfer or assignment of unit members, the District shall provide the Association with at least ten (10) days notice and an opportunity to negotiate the decision and the effects of the proposed contract for services on the mandatory subjects of bargaining.

1.4 All requests for "contracting out" shall be submitted to the District's Chief Negotiator or designee for review and appropriate action prior to implementation.

Article 2: Non-Discrimination

Neither the District nor the Association shall illegally discriminate against any member of the negotiating unit or against any member of the Governing Board regarding matters specifically set forth in this Agreement because of race, color, creed, religion, age, sex, national origin, political belief or affiliation, domicile, marital status, physical handicap, or family relation to other employees or members of the Governing Board.

Article 3: Negotiation Procedures

3.1 Notification - If either party desires to alter or amend this Agreement, it shall, not less than one hundred twenty (120) days prior to the expiration date, provide written notice to the other party of said desire to alter or amend.

3.2 Presentation of Association Proposals - No later than a reasonable time after presenting a written notice to alter or amend, the Association shall present its initial proposals in accordance with the public notice provisions of the Government Code Section 3540 et seq.

3.3 Commencement of Negotiations - After the District presents its initial position in accordance with the public notice provisions of the Government Code Section 3540 et seq. negotiations shall commence at a mutually acceptable time and place.

3.4 Release Time for Negotiations - A reasonable number of Association representatives shall be provided reasonable release time without loss of compensation for the purpose of meeting and negotiating.

3.5 Consultants - Either party may utilize the services of consultants to assist in the negotiations process.

3.6 Ratification - Ratification of a total agreement by the District and the Association shall be sought within a reasonable time after tentative agreement has been reached, but not later than the next regularly scheduled meeting of the Governing Board after ratification has been accomplished by the Association.

The Association shall have at least fourteen (14) calendar days to ratify the Agreement after tentative agreement is reached. In the event the next regularly scheduled meeting of the Governing Board will result in untimely consideration of the tentative agreement, a special Governing Board meeting may be called for that purpose.

By mutual consent, individual tentative agreements may be taken to the Association membership and the Governing Board for ratification when such individual action is deemed appropriate and necessary.

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3.7 Agreement of Parties - This Agreement covers all matters negotiated by the parties. Negotiations shall not take place during the term of this Agreement on matters negotiated but not included with this Agreement except for negotiations on a successor agreement. The District shall have no obligation to negotiate matters not included within the contract before taking action on such items.

Article 4: Association Rights

4.1 Access to Members - Representatives of the Association shall have the right of access at reasonable times to areas in which employees work, provided such activity does not disrupt the College operations.

4.1.1 Definition of Reasonable Times - Representatives of the Association may engage in legal organizational activities involving direct contact with teaching and non-teaching unit members when such unit members are not engaged in teaching, counseling, holding scheduled office hours, or participating in other District-approved or assigned activity.

4.2 Access to Bulletin Boards - The Association may use only those bulletin boards designated for their use. A bulletin board shall be made available for Association use in each of the following areas: the administration building, the printing center, the humanities building, the building housing College Readiness and in a building at the Ft. Ord Volar Program. Requests for bulletin boards in other places are to be made to the College Business Manager for administrative consideration.

4.3 Access to Equipment - The Association may use District-owned duplicating machines on a fair-share cost basis in order to prepare documents used exclusively at the table in negotiating with the Governing Board Representatives so long as the use is in accordance with college procedures and does not conflict with instructional support users.

4.4 Furnishing of Information - Information which is readily available to the general public shall be furnished to the Association upon request. The District may charge for the cost of reproduction and materials necessary to furnish the requested information, but the District shall have no obligation to provide information in a format other than the format that is readily available.

Upon request, the names and addresses of unit members shall be released to the Association at the beginning of each academic year and upon request periodic updates. Telephone numbers will be included for those employees who authorize their release. These names and addresses shall be used by the Association only for those activities required for exercise of its responsibility as an exclusive representative

Article 5: Professional Dues or Fees and Payroll Deductions

5.1 Dues - Any unit member who is member of the Association. or who has applied for membership may sign and deliver to the District administration through the designated unit representative an assignment authorizing deduction of unified MPCTA/CTA/NEA dues. Such authorization shall continue in effect from year to year unless revoked in writing within the thirty (30) day period following the expiration of this Agreement. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten (10) months commencing on or about September 2. Deductions for unit members who sign such authorization after the commencement of the academic year shall, at the designation of the Association representative, be appropriately prorated to complete payments by the end of the period of which the unit member is employed during the current academic year.

5.2 The Association shall indemnify and hold harmless, including reasonable attorney's fees, the District and its officers or representatives, against claims because of civil or other actions arising from the administration and implementation of this Article, except for claims that arise because of negligence on the part of the District.

5.3 Remittance of Sums and Names - With respect to all sums deducted in accordance with 5.1 above, the District agrees promptly to remit monthly, within fifteen (15) days following the date of deduction on the unit member's pay warrant, such monies to the Association's designee, accompanied by an alphabetical list of unit members for whom such deductions have been made, indicating any changes in personnel from the list previously furnished.

5.4 Furnishing of Information - The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

5.5 Other Deductions - Upon appropriate written authorization from the unit member, and so far as the County Office of Education agrees, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donctions, or any other legally authorized plans or programs.

Article 6: Grievance Procedure

6.1 Definitions

6.1.1 A "grievance" is an allegation that the specific provisions of this Agreement have been misinterpreted, misapplied or violated.

6.1.2 An allegation made by an employee that he/she has been adversely affected in an employer-employee matter relating to policies, procedures and administrative guidelines not within the provisions of this Agreement or federal, state or local statutes, regulations or mandates, shall be processed under the provisions of Article 7 - Complaints.

6.1.3 A "grievant" is any unit member or the Association adversely affected by an alleged violation of the specific provisions of this Agreement. Unless the Association is grieving Articles 3, 4, or 5 of this Agreement, the Association shall name a grievant for each grievance filed.

6.1.4 A "day" for purposes of this Article is any day in which the District administrative offices are open for business, exclusive of Saturdays, Sundays, and holidays. If an event giving rise to a grievance occurs during a unit member's program breaks, vacation, or recess, other than a long-term leave of absence, a unit member shall file the grievance according to the ten (10) working-day schedule set forth in Section 6.5.1.1; however, either the District or the unit member may request a delay in processing.

6.1.5 The "immediate supervisor" is the supervisor or lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant. A supervisor for the purpose of this provision is defined as any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

6.2 General Provisions

6.2.1 Representation - Each party upon request may be accompanied by a representative at each level of the formal grievance procedure.

6.2.2 Confidentiality - During the processing of a grievance, every reasonable effort shall be made by the grievant, the Association, and the District to maintain confidentiality.

6.2.3 Records - All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. This file shall be available for inspection only on the basis of legitimate need. A grievance record/log shall be maintained of the persons having access, the nature of the need, and the purpose for which the information is to be used. All records used in the grievance procedure which may have derived from personnel, evaluation, or other files maintained by the District, shall be returned to those files without indication that they have been used in the grievance procedure.

6.2.4 Appearances at Grievance Processing - When it is necessary for a unit member to appear at a grievance meeting or hearing as a grievant or witness during the teaching day, the unit member shall, upon notice to the appropriate immediate supervisor, be released without loss of pay to participate in the activities. Reasonable efforts shall be made to schedule meetings at a time that does not conflict with regular duties and obligations.

6.2.5 Conference - Grievants and District representatives, upon request, shall have the right to a conference at each level.

6.2.6 Resolution of Grievances - Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any formal stage of the grievance procedure by a representative of the Association.

6.2.7 Forms - Forms for filing grievances shall be prepared by the District and with the advice of the Association. Such forms shall be reproduced by the District. The forms shall be given sufficient distribution so as to facilitate operation of the grievance procedure.

6.3 Time Limits

6.3.1 Compliance and Flexibility - With the written consent of both parties, the time limitation for any step may be extended or shortened.

6.3.2 Calculation of Time Limits - Time limits for appeal provided in each level shall begin the day following receipt of a written decision or appeal by the parties.

6.3.3 Expedited Time Limits - In the event a grievance is is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the academic year by a temporary employee or by a continuing employee for whom the matter left unresolved until the beginning of the following academic year could result in harm to the grievant, the time limits set forth herein may be reduced so that the procedure can be exhausted prior to the end of the academic year or the parties shall set a date for completion within ten (10) days following that academic year.

6.3.4 Failure to Meet Timelines - Failure at any step of this procedure to communicate the decision on a grievance by the District within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the

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decision last made by the District shall be deemed final.

6.4 Exceptional Grievance Procedures

6.4.1 Multiple Grievants - Aggrieved unit members affected by the same issue may consolidate their grievance as long as the District and the Association agree to such consolidation.

6.4.2 Multiple Administrators - If the grievance involves unit employees with different administrative deans or supervisors as defined in Section 6.1.4, the grievance shall be filed with each of those managers who shall take joint action in accordance with the procedures described in Level One.

6.4.3 Grievances with Administrative Dean - If the grievance involves action or inaction by an administrative dean or supervisor as defined in Section 6.1.4, the grievance may be filed directly at Level Three - the President/Superintendent in writing.

6.5 Procedure - Grievances will be processed in accordance with the following procedures:

6.5.1 Level I - Informal Resolution

6.5.1.1 Any unit member who believes he or she has a grievance shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The administrator shall hold discussions and attempt to resolve the matter within five (5) days after the presentation of the grievance.

6.5.1.2 If an employee requests an informal conference, pursuant to the grievance procedure, when an immediate supervisor or manager is, or will be, on an extended absence during the period of time outside the instructional year as specified in 11.2, the President/Superintendent shall designate a person, when necessary, to handle the informal conference.

6.5.2 Level II - Formal Written Grievance

6.5.2.1 If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The written information shall include:

(a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this Agreement which are alleged to have been violated; (c) A statement why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) The remedy requested.

6.5.2.2 The immediate supervisor shall communicate the decision to the grievant and the Association in writing within ten (10) days after receiving the grievance.

6.5.3 Level III - Appeal to President/Superintendent

6.5.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the President/Superintendent. This statement shall include a copy of the original grievance and amendment, if any, the appeal, and a clear, concise statement of the reasons for the appeal.

6.5.3.2 An allegation by the Association of a violation of Articles 3, 4, or 5 shall be presented to the President/Superintendent in accordance with the procedures of Section 6.5.2.1.

6.5.3.3 The Superintendent/President shall communicate the decision to the grievant within ten (10) days.

6.5.4 Level IV - Binding Arbitration

6.5.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Association for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in community colleges. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

6.5.4.2 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If either party so requests, the arbitrator shall specifically rule upon the arbitrability of issues. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

6.5.4.3 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the award the arbitrator renders will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision that requires the Distric or the administration to do an act prohibited by law.

6.5.4.4 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his or her findings and award.

6.5.4.5 The award of the arbitrator shall be final and binding.

6.5.4.6 The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, the costs shall be shared by both parties.

6.5.4.7 By filing a grievance and processing it beyond level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

Article 7: Complaint

7.1 Definitions

7.1.1 Complaint - A "complaint" is an allegation made by an employee who has been adversely affected on an employer-employee matter not covered by this Agreement or federal, state or local statutes, regulations or mandates. Alleged violations of this Article shall not be processed as a grievance, nor shall complaints be processed as grievances.

7.1.2 Complainant - The "complainant" is the employee(s) making the claim or the designated representative of the Association when an Association complaint is alleged.

7.2 Special Provisions

7.2.1 Service of Other Parties - The services of the

Personnel Office, Affirmative Action Human Relations Officer, other district officials, or Association President may be requested by either the District or the complainant in the process of resolving the complaint.

7.2.2 Time Limits - A supervisor's failure to give a decision within the time limits shall permit the complainant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

7.2.3 Conduct of Complaint Processing - An investigation or other handling or processing of any complaint shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities.

7.2.4 Records - All documents dealing with the processing of a complaint shall be filed separately from the personnel files of the participants. This file shall be available for inspection only on the basis of legitimate need. A complaint record/log shall be maintained of the persons having access, the nature of the need, and the purpose for which the information is to be used. All records used in the complaint procedure which may have derived from personnel, evaluation, or other files maintained by the District, shall be returned to those files without indication that they have been used in the complaint procedure.

7.3 Procedure

7.3.1 First Step - An attempt shall be made to resolve any complaint in informal verbal discussion between complainant and the person who has immediate responsibilities (division chairperson, equivalent of division chairperson, or immediate supervisor or manager where no division chairperson or equivalent exists).

7.3.2 Second Step - If the complaint cannot be resolved informally, the complaint shall filed the complaint in writing and, at a mutually agreeable time, discuss the matter with the person who was involved at step one. The written complaint shall state the nature of the complaint and shall state the remedy requested. The filing of the formal, written complaint at the second step should, if possible, be within twenty (20) days from the date of occurrence of the event giving rise to the complaint. The supervisor shall render a decision on the complaint and communicate it in writing to the unit member within ten (10) days after receipt of the complaint.

7.3.3 Third Step - If the complaint is not resolved satisfactorily at the second step, there shall be

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available a third step, that of the President/Superintendent or designee. The complainant shall meet with the President/Superintendent or designee within ten (10) days of receipt of the second step answer. Within ten (10) days of the meeting, the President/Superintendent or designee shall render a decision in writing regarding the complaint.

7.3.4 Appeal to the Governing Board - Should the complainant not be satisfied at the third step, the employee shall have ten (10) days to so notify the President/Superintendent who shall then forward the written materials to the Governing Board. The Governing Board shall review the written records at an executive session of the next regularly scheduled Board meeting. The Board may make a final decision, request further information, schedule a hearing, or take whatever action it deems appropriate. If the Board requests further information or a hearing, a reasonable notice and an opportunity to prepare shall be given to the employee.

Article 8: Leaves

8.1 Sick Leave

8.1.1 Entitlement

8.1.1.1 Contractual Employees - Full-time personnel paid on a contractual basis shall be entitled to ten (10) days of paid sick leave each academic year. In addition to this annual entitlement, employees working an extended year shall earn sick leave at the rate of .25 per day for each additional week of paid service. Part-time contractual employees shall be entitled to sick leave as their assignment relates proportionally to that of a full-time employee for a full academic year. For example, a 60% academic year assignment for such employees shall yield six (6) days sick leave; a 60% semester assignment shall yield three (3) days sick leave.

8.1.1.2 Non-Contractual Employees - Personnel employed on a non-contractual hourly basis shall be entitled to paid sick leave as their assignment relates proportionally to that of a full time employee of 8.1.1.1 at the rate of one hour for every eighteen (18) hours of paid certificated service as entitlement for those employees hired in their first semester of such temporary service after August 17, 1981. All leave accumulated under previous formula up to and including August 16, 1981, shall be fully credited and carried forward.

3.1.1.3 Availability of Entitlement - The full amount of leave to which an employee would be entitled for any employment period shall be available on the first day of that period. An hourly temporary employee shall have available the full amount of entitlement for that employment period after the first day of services; however, the class or classes to which such entitlement applies shall be only those classes which are maintained for that employment period without cancellation. In the event that a non-contractual employee does not have enough accumulated sick leave to cover an initial absence during any employment period, no deduction shall be made for that initial absence. If, in any given period of employment, the continuing non-contract, hourly employee desires to exceed the available leave for that period of employment, he or she may petition the Director of Personnel Services to advance the required leave time based upon a positive showing by the employee that he or she has sufficient accrued sick leave and expected employment for the next period of employment. Any such advance will not exceed the amount expected to be earnable in the succeeding period of employment.

8.1.2 Accrual - Unused sick leave shall accrue from employment period to employment period. However, sick leave accrued while paid on a contractual basis shall be used for contractual service and hourly sick leave shall be limited to application toward hourly service.

8.1.3. Written Statement - By October 1 of each year, the District shall provide each employee with a written statement of his or her accrued sick leave total to include a designation of any accrued sick leave for hourly unit work and the employee's sick leave entitlement for the employment period.

8.1.4 Method of Charging Sick Leave/Personal Leave Against the Accrued Total - A full-time employee who misses all scheduled contract duties on a given day due to illness/personal leave shall be charged a full day of sick leave. If, for example, the only schedule duty is one (1) office hour, he or she shall be charged with one (1) day of sick leave for absence from that hour. When a portion of the scheduled contract duties, to include class hours, scheduled office hours, and other scheduled duties and/or responsibilities, is missed, increments of .25 per day shall be charged, determined to the

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nearest one fourth (1/4) day. For part-time contractual and non-contract hourly employees, the amount charged shall be in direct proportion to the method of accrual.

8.1.5 Verification - The employee's signature on forms provided by the District shall be the method for verification of sick leave. For employees whose absence is five (5) days or more, the District may require a physician's certification or other proof of illness before allowing payment for absence due to illness, accident, or quarantine. Additionally, it shall be the prerogative of the District to require verification of an absence of less than five (5) days if the District has reason to believe that the absence may not have been used for proper illness/ accident leave purposes.

8.1.6 Transfer of Unused Sick Leave - Upon written certification by the former school district, unused sick leave to which an employee is entitled shall be transferred to the District. Such transfer shall be restricted to those employees whose service with the District began on or after September 1, 1965, and began not more than one (1) year after terminating service in another California school district where they had served for not less than one (1) school year.

8.1.7 Compensation - Absence covered by accumulated sick leave shall be at the existing pay rate on the appropriate salary schedule.

8.1.8 Extended Illness - Extended sick leave not to exceed five (5) school months (e.g., 100 work days) shall be provided when all accrued sick leave has been used and additional absence is necessary. The five (5) school-month period shall commence following expiration of the use of the sick leave to which the employee is entitled for that employment period. Extended illness benefits shall be discontinued when employment is terminated or at the end of the employment period of temporary employees, from date of employment through termination, and shall not exclude scheduled breaks within a semester or between semester of any one academic year if employment is continued.

8.1.8.1 Compensation - Compensation for such leave shall be that amount of pay equal to the difference between the employee's pay and the substitute rate of pay, whether a substitute is hired or not, except as provided in 8.1.8.2.

8.1.8.2 50% Compensation - The compensation for this period of absence shall not be less than fifty (50) percent of the employee's regular salary.

8.1.9 Notification - The employee shall notify the division chairperson or other appropriate person (equivalent of division chairperson, or immediate supervisor or manager where no division chairperson or equivalent exists) of his or her absence due to illness within a suitably reasonable time (normally at least two (2) hours prior to assignment) prior to his or her institutional assignment. Such notification can be accomplished by telephone, message, or letter.

8.1.9.1 Substitutes - The division chairperson or other appropriate person shall be responsible for attempting to secure a qualified substitute to meet and conduct the class/classes.

8.1.9.2 Requirement for Compensation - In order to receive compensation while absent on sick leave, an employee must provide notification of his or her absence in accordance with the stated procedure.

8.1.10 Positive Attendance Course Sick Leave - If class hours missed because of use of sick leave/personal leave are required to be made up because of the nature of the course, the employee so affected shall be compensated for the make up session at the appropriate rate.

8.1.11 Certification of Leave Taken - At the end of each month of the year, the employee shall certify any day or days of sick leave or personal necessity leave taken during that month on a specific leave form provided by the District.

8.2 Leave of Absence for Personal Necessity

8.2.1 Annual Entitlement - Effective May 1, 1984, a full-time unit member paid on a contractual basis shall be entitled to a maximum of six (6) days per fiscal year for Personal Necessity Leave without loss of pay. Such leave shall be deducted from accrued sick leave. Personal Necessity Leave for part-time contractual employees and non-contractual employees shall be pro-rated on the basis of the ratios set forth in Section 8.1.

8.2.2 Definition - Personal necessity shall include the following:

8.2.2.1 Death or serious illness of a member of the employee's immediate family, when additional leave is required beyond that provided under Section 8.5 - Bereavement Leave. (Immediate family will be interpreted to mean mother, father, grandmother, grandfather, or a grandchild of the employee or spouse of the employee, and the spouse, son, son-in-law,

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daughter, daughter-in-law, brother or sister of the employee or spouse, the foster parents, step parent(s), step children, foster children, or any relative living in the immediate household of the employee.)

8.2.2.2 Accident involving the person or property of the employee or the person or property of a member of the employee's immediate family.

8.2.2.3 Appearance in any court or before any administrative tribunal as a litigant, party of witness under subpoena or any order made with jurisdiction.

8.2.2.4 Paternity or adoption related absences.

8.2.2.5 Conduct of any personal business, household or family matter which requires absence of the employee during normal working hours.

8.2.3 Notification - Advance notice of at least twenty four (24) hours shall be required for the use of such leave except for emergencies. Such leave is to be taken from the accumulated sick leave of the employee.

8.2.4 Payment and Written Verification - Payment for such necessity leave shall be made only upon the employee's written statement requesting that the absence be charged against sick leave and that the absence was due to a personal necessity and indicating the nature of such necessity. The authorized leave days will be considered duty days for salary purposes.

8.3 Industrial Accident or Illness Leave

8.3.1 Provisions - An employee who suffers an injury or illness arising out of and in the course and scope of employment shall be entitled to a paid leave from the first day of absence. For temporary employees, this leave shall be from the date of employment through termination and shall not exclude scheduled breaks within a semester or between semesters of any one (1) academic year if employment is continued.

8.3.2 Entitlement - The leave shall not exceed sixty (60) working days in any one (1) fiscal year (July 1 to June 30) for any one (1) illness or injury.

8.3.3 Non-Cumulative - Allowable leave shall not be accumulated from year to year.

8.3.4 Overlap of Leave - If the leave overlaps into the next fiscal year. the employee shall be entitled to only that amount of leave which was not used at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

8.3.5 Periods of Absence - Allowable periods of absence caused by industrial accident or illness shall not be considered a break in service. During such

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periods of leave, the employee shall return to the former or comparable position within his or her credentials and qualifications when able to do so except that any employee on leave remains subject to the transfer and reassignment provision of this Agreement.

8.3.6 Compensation

8.3.6.1 During Leave - During the period of the industrial accident or illness leave, the employee shall be paid by the District the regular day's wage, and the employee shall endorse for payment to the District the Workers' Compensation Insurance check. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Insurance, exceed the normal wage for the day.

8.3.6.2 Deductions - Normal authorized deductions, including retirement contributions, shall be deducted from the pay warrant issued to the employee on an industrial accident or illness leave.

8.3.6.3 Upon Exhaustion of Leave - If the employee is unable to return to duty after exhausting paid industrial accident or illness leave, the employee shall receive any earned sick leave and extended illness leave benefits. Such leave allowances shall be reduced only in the amount necessary to provide a full day's wages or salary, when added to any wage loss benefit check from Worker's Compensation Insurance. The employee shall continue to endorse the disability check for payment to the District.

8.3.7 Reduction of Entitlement - Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under the Worker's Compensation Insurance.

8.3.8 . Permission to Leave the State - During absence due to industrial accident or illness, the employee shall remain in California unless permission to leave the State is obtained from the President/Superintendent or designee.

8.4 Pregnancy Disability Leave

8.4.1 Definition - For the purposes of this section, pregnancy disability leave is defined as absence because of pregnancy, miscarriage, abortion, childbirth, and recovery therefrom and shall be considered a temporary disability.

8.4.2 Entitlement - Such leave shall be a paid leave and shall be deducted from accumulated sick leave and extended illness leave if necessary. The length of

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the leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

8.4.3 Child Rearing Leave - Child rearing leave may be granted by the Governing board at its discretion as leave without pay.

8.5 Bereavement Leave

8.5.1 Entitlement - Every unit member shall be entitled to three (3) consecutive days of paid leave if in paid status, or five (5) consecutive days if in paid status for travel of 300 miles (one way) or if out of state travel is required for each occurrence on account of the death of any member of the immediate family. This leave shall not be deducted from sick leave.

8.5.1.1 Definition of Immediate Family - "Immediate family" is defined as mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. This definition shall include foster parents, step parent(s), step children, and foster children.

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8.5.1.2 Extended Family Entitlement - Bereavement leave of two (2) days per occurrence shall be granted without loss of pay in the event of the death of a sister-in-law or brother-in-law of the employee.

8.6 Jury Leave

8.6.1 Entitlement and Juror's Fees - A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, exclusive of mileage, received by the unit member shall be submitted to the District. This leave shall not be deducted from any accumulated leave. In the event that an employee is working for two (2) different employers, each of which requires the submission of juror's fees, the District shall waive that submission upon receipt of proof of payment of such juror's fees to the other employer.

8.7 Military Leave

8.7.1 Provisions - Leave shall be granted for military service in accordance with the provisions of Education Codes 87700, 87832, 87760-87762 and the Military and Veterans Code 395 through 395.4.

8.8 Exchange Teaching Leave

8.8.1 Entitlement - Regular certificated employees may apply for a leave of absence pursuant to Education

Code Sections 87422-87424. The leave may be for the length of time permitted by Section 87422.

8.8.2 Request - A request for such leave shall be made in writing to the President/Superintendent a minimum of six (6) months prior to the date of the proposed exchange leave.

8.8.3 Compensation - The employee shall be paid his or her regular salary.

8.8.4 Reinstatement - The employee shall be reinstated in the former, or a comparable position within his or her credentials and qualifications upon return to the District.

8.8.5 Benefits - A unit member on Exchange Teaching Leave shall be entitled to those benefits accorded to other regular certificated employees which can appropriately be integrated with the exchange assignment.

8.9 Conference and Meeting Attendance

8.9.1 Authorization - With the advance approval of the appropriate administrative dean, certificated staff members may attend conferences/meetings.

8.9.2 Purpose of Conference Meeting - When such approved conferences/ meetings are identified by the administration as being of direct benefit to the institution, employees shall be permitted to attend at no loss of salary and shall be eligible for full or

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partial reimbursement of expenses as outlined in Article 21 -Travel.

8.9.3 Coverage of Classes - During the approved absence of an instructor attending a conference/meeting, classes shall be met and taught by existing contract/regular staff without additional reimbursement. Any exceptions must be authorized in advance by the appropriate administrative dean.

8.9.4 Request Procedure - Requests for approval to attend conferences/ meetings shall be submitted to the appropriate division chairperson at least one (1) week in advance. Chairperson shall forward request with his or her recommendation to the appropriate administrative dean.

8.10 Leave of Absence for Educational Improvement

8.10.1 Authorization - Leaves of absence for educational improvement may be granted by official action of the Governing Board.

8.10.2 Qualifications - Only regular certificated employees are eligible to apply for leaves of absence for educational improvement. After three (3) years of satisfactory service, a temporary unit member who has met professional growth requirements in a continuing program is eligible to apply.

8.10.3 Duration - Leave of absence may be granted for one (1) semester, one (1) full academic year, or

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for more than one (1) year if it is warranted.

8.10.4 Purposes - The applicant shall submit a letter to the President/Superintendent s ting the program that he or she proposes to follow while on leave to meet the purposes of the leave. The employee may accept a fellowship or grant-in-aid designed to promote the accomplishment of the purpose of the leave. Leaves for educational improvement may be for:

8.10.4.1 Study in residence at an accredited university or college. The course work must be planned to achieve some goal which has been approved by the President/Superintendent.

8.10.4.2 Study on a special project or research problem. Such a program may be substituted for the unit requirements of in-residence study if approved in advance by the appropriate administrative dean and the President/Superintendent.

8.10.4.3 Study Through Work Experience - Such a program may be substituted for the unit requirements of in-residence study. This program is intended chiefly for teachers who wish to study in schools maintained by a business or industry for craftsmen or technical workers or to obtain work experience in the vocational

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field in which the employee teaches. The specific school or a job offer must be submitted with the proposed program for prior approval by the President/Superintendent.

8.10.5 Compensation - Such leaves shall normally be granted without pay.

8.10.6 Return to Service - In order to achieve normal salary step progression, the employee shall agree to the satisfaction of the following:

8.10.6.1 Upon completion of the leave, and within sixty (60) days of return to duty, the employee shall submit one (1) of the following to the President/Superintendent: transcripts of record of in-residence study; written report of study on a special project or research work; written report of work experience plus any evidence of completion of business or industrial schooling.

8.10.6.2 Employees are expected to report to groups in the community if and when appropriate, on the experiences which have been of benefit to the College and the students of the District. This requirement may take the form of an article to be submitted to local newspapers or periodicals.

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8.10.7 Extent and Distribution of Leaves - The number of certificated employees on such leaves shall be at the discretion of the Governing Board.

8.10.8 Application for Leave of Absence - Leave applications shall be submitted to the President/Superintendent prior to July 1 of the school year preceding the school year in which the leave is to be taken. Exceptions may be granted by the President/Superintendent if the applications are submitted on a timely basis.

8.10.8.1 Effective Dates - Leave shall normally become effective on the dates of the beginning of the semester only.

8.10.8.2 Subsequent Applications - Applications not approved one (1) year will not be given priority or preference for the following year. If an application for leave is not approved and the employee wishes to apply again the next year, a new application must be submitted and shall be considered equally with other applications for that year.

8.10.8.3 Granting of Leave - Compliance with the requirements does not imply automatic granting of leave. The decision rests with the President/Superintendent and the Governing Board.

8.10.9 Effect of Leave on Salary Increments and Retirement -the leave shall be considered as time in service in the District for salary purposes. Insurance and retirement deductions shall be paid by the employee on leave. The leave shall not be considered as time in service toward sabbatical leave and shall be considered a break in service toward the accumulation of appropriate semesters for sabbatical leave. However, under a recognized fellowship or foundation approved by the Governing Board for a period of not more than a year, for research, teaching, or lecturing shall not be deemed as a break in continuity of service, and the period of such shall be included in computing the six (6) consecutive years required for sabbatical eligibility.

8.10.10 Accident and Illness While on Leave of Absence - Interruption while on leave caused by serious illness or accident, evidence of which is satisfactory to the President/Superintendent or the Governing Board, shall not be held against an employee with regard to the fulfillment of the conditions under which the leave is granted, provided that the President/Superintendent has been promptly notified of such accident or illness. This notification shall be made by registered letter, mailed within

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thirty (30) days of the time of the accident or the onset of the illness.

8.10.11 Death or Injury - The District shall not be liable for death or injury to an employee while he or she is on leave.

11 Government Service Leave

8.11.1 Election to the Legislature - A permanent employee who is elected to the Legislature shall be granted a leave of absence for the duration of the term in office. Such absence shall not affect in any way the classification of such employee.

8.11.2 Return to Service - Within six (6) months after the term of office expires, the employee shall be entitled to return to the position held at the time of the election or a comparable position within his or her credential and qualifications, at the salary the employee would have been entitled to receive had the employee not taken a government service leave.

8.12. Sabbatical Leaves

8.12.1 Qualifications for Sabbatical Leave - Full-time regular certificated employees are eligible for consideration for sabbatical leaves after completion of twelve (12) consecutive semesters of satisfactory service in a credentialed position in the District.

8.12.1.1 Calculation of Service - The year in which the sabbatical leave is taken does not apply toward the next six (6) year period which establishes eligibility. Sabbatical leave may be taken during the seventh (7th) year.

8.12.1.2 Definition of Year - A year of qualifying service is defined to mean at least seventy-five (75) percent of the duty days for the school year. In cases where an applicant has rendered less than seventy-five (75) percent of the duty days in a given school year, the eligibility of that year is subject to the discretion of the Governing Board and the recommendation of the President/Superintendent.

8.12.1.3 Other Leaves of Absence in Calculation of Service - Other leaves of absence from service in the District granted by the Governing Board do not constitute a break in the continuity of service required for a sabbatical leave under this policy. The period of other leaves of absence shall not be included as service in computing the six (6) years of service required herein.

8.12.1.4 Interim Service During a Two Semester Sabbatical - Any period of service by the unit member intervening between the two separate six (6) month periods of the sabbatical, as provided for in 8.12.3.2, shall comprise part of the service required for a subsequent sabbatical leave.

8.12.1.5 Non-Cumulative - Sabbatical leaves are not cumulative.

8.12.2 Standards of Service for Granting a Sabbatical Leave

8.12.2.1 Definition of Satisfactory Service - A satisfactory evaluation under the provisions of the Evaluation Policy - Article 15 shall be considered "satisfactory service."

8.12.2.2 Provisions - A unit member shall have demonstrated six (6) consecutive years of satisfactory service. Only those years of satisfactory service shall count toward the years required for sabbatical leave. Unsatisfactory service shall not constitute a break in service; however, two (2) years of satisfactory service are required prior the commencement of the sabbatical leave.

8.12.3 Length of Sabbatical Leave and Compensation Terms Effective July 1, 1985 - A qualified applicant may elect to take the granted sabbatical leave in one (1) of the following three (3) ways:

8.12.3.1 One (1) full academic year at one-half

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(1/2) salary.

8.12.3.2 Two (2) semesters at half (1/2) salary. This leave option shall be completed within a three (3) year period.

8.12.3.3 One (1) full semester at full salary.

8.12.4 Sabbatical Objectives

8.12.4.1 Study - The program may be one (1) of academic study in residence at an accredited university or college. Proposed course work shall be planned to achieve specific objectives.

8.12.4.2 A Special Project or Research Program - Such a program may be substituted for the unit requirements of in-residence study and shall be planned with specific objectives.

8.12.4.3 Work Experience - This program is intended chiefly for unit members who wish to study in schools maintained by a business or industry for craftsmen or technical workers or to obtain work experience in the vocational field in which the employee works. The specific school or job offer shall be submitted with the proposed program.

8.12.4.4 Travel- Employees on sabbatical leave for travel shall remain in travel status for a majority of the days of each semester of leave granted. Applicants under this category shall submit a detailed statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.

8.12.4.5 Curriculum Planning - A sabbatical leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating need and purpose for revision of existing courses or development of new courses. Leaves granted in connection with curriculum planning may include part-time teaching if that teaching is integral to the proposed curriculum development.

8.12.4.6 Combination of Objectives - A program which is designed to meet the multiple objectives of study, research, work experience, travel, and/or curriculum planning may be granted after the applicant has submitted a proposal containing specific objectives and relationship with the institutional assignment.

8.12.4.7 Special Considerations - Sabbatical leaves shall not be granted solely for the purpose of gainful employment.

8.12.4.7.1 Fellowships or Grants-in-Aid -The employee may accept a fellowship or

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grant-in-aid designed to promote the accomplishment of the stated program.

8.12.5 Return to Service - After completion of the sabbatical leave, the employee shall return to service in the District for a period equal to twice the period of the leave. In the event the employee does not complete service in the District for a period equal to twice the period of the leave, that employee must reimburse the District an amount pro-rated according to the period actually served upon return from that sabbatical. (For example, an employee who did not return from sabbatical would reimburse the District the total compensation paid during the period of sabbatical leave; an employee who did not return after one (1) year of service after a full year sabbatical leave would pay one half (1/2) the total compensation).

Reimbursement must be made within sixty (60) calendar days of the time service to the District is terminated. All exceptions will be at the discretion of the District.

8.12.6 Report of Completion - Upon completion of the leave, and within sixty (60) days of the employee's return to duty, the following shall be submitted to the President/Superintendent:

8.12.6.1 Transcripts - The employee shall provide a copy of a certified request for official transcripts of record of in-residence study.

8.12.6.2 Publishable Report - For leaves other than for study, a report of publishable quality shall be submitted. Its contents shall be such that it could be used for reference purposes, and it will be placed on file in the college library.

8.12.7 Reports to the Community - Employees are expected to make a good faith effort to report to groups in the community, if and when appropriate, on the experiences which are of interest to the College, the students, and the community. This requirement may take the form of an article to be submitted to local newspapers or periodicals.

8.12.8 Limitation - The number of unit members on full-year or semester leave during the 1986-1987 school year shall not exceed five (5) percent of the total number of full-time regular and contract certificated employees of the District. The number shall not exceed seven (7) percent for the 1987-1988 and 1988-1989 school years.

8.12.9 Application for Sabbatical Leave

8.12.9.1 Timeline for Submission - Sabbatical leave applications shall be submitted to the President/Superintendent prior to October 1 of the school year preceding the academic year in which the leave is to be taken.

8.12.9.2 Written Application and Division Chairperson Review - The application shall be in writing and shall include information concerning the general plans and objectives of the sabbatical. Applications shall first be reviewed by the division and accompanied by a recommendation from the division chairperson on the appropriate district form for sabbatical application.

8.12.9.3 Review by Dean of Instruction and Professional Recognition Board - The Dean of Instruction and the members of the Professional Recognition Board of the Academic Senate shall meet for joint action in screening and discussing the applications. Recommendations shall then be forwarded by the committee to the President/Superintendent, whose recommendations shall be forwarded to the Governing Board.

8.12.9.3.1 Professional Recognition Board - The District shall inform all unit members eligible for sabbatical of the membership component of the Professional

Recognition Board for the current academic year.

8.12.9.4 Approval of Revision of Granted Sabbatical - Any revision of approved sabbatical activities after the sabbatical leave has been approved shall be approved by the President/Superintendent.

8.12.9.5 Commencement of Leave and Other Employment - Sabbatical leaves shall commence only on the beginning date of a semester. The applicant may accept gainful employment during the summer prior to and/or following the sabbatical year.

8.12.9.6 Applications Exceeding the Limitation - In the event more applications are received than can be granted and if the quality of the sabbatical applications is judged to be comparable and equal in merit, first consideration shall be given to those applicants who have not been granted sabbatical leaves previously.

8.12.9.7 Status of Applications Not Approved - Applicants not approved one year are not necessarily given priority or preference for the following year. If an application for sabbatical leave is not approved and the individual wishes to apply again the following year, a new application shall be submitted and shall be considered equally with other applications for that year. Failure to apply for a sabbatical leave when eligible does not affect a subsequent application.

8.12.9.8 Decision on Application - Compliance with the requirements stated in this Article does not imply automatic granting of sabbatical leave. Final decision on matters in this Article rests solely with the President/ Superintendent and the Governing Board.

8.12.10 Notification - The President/Superintendent shall notify the applicant in writing as soon as the Governing Board has acted on the proposal. If the Governing Board rejects the applicant's leave request, the applicant shall be notified in writing and shall be informed of the reasons for rejection of the application.

8.12.11 Compensation While on Sabbatical Leave - The salary granted an employee on leave may be paid in any of three (3) ways:

8.12.11.1 Installments Paid in Two Year Period - Compensation may be paid in two (2) equal annual installments during the first two (2) years of service in the District following a one (1) year leave.

8.12.11.2 Installments Paid in One Year Period - Compensation may be paid in two (2) equal installments during the first year of service in the District following a one (1) semester leave.

8.12.11.3 Payment in Customary Manner - Payment may be made in the same manner as if the employee were teaching in the District. To qualify, the employee shall agree in writing to render the agreed-upon period of service following return from the sabbatical leave, provided the Governing Board finds and by resolution declares that the interests of the District will be protected by such written agreement in lieu of furnishing bond.

8.12.12 Reduction of Compensation - If the employee does not serve for the entire period of service agreed upon, the amount of compensation paid for the sabbatical leave shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed upon.

8.12.13 Effect of Leave on Salary Increments and Retirement - The sabbatical leave shall be considered as time in service in the District for salary

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purposes. The leave shall be considered as time in service in the District for retirement purposes. Retirement deductions shall be made in proportion to the salary received.

8.12.14 Personal Crisis While on Sabbatical Leave - Interruption of a program of study or travel while on sabbatical leave, caused by personal crisis, evidence of which is satisfactory to the President/Superintendent and the Governing Board, shall not be held against an employee with regard to the fulfillment of the conditions regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the employee while on leave, provided that the President/ Superintendent has been promptly notified of such accident or illness.

8.12.14.1 District Liability - The District shall not be liable for death or injury to an employee while on sabbatical leave.

8.12.15 Breach of Sabbatical Leave Policy

8.12.15.1 Accountability - All applicants granted sabbatical leaves are accountable to the District.

8.12.15.1.1 Definition of Accountability - Accountability is defined to include compliance with the following:

8.12.15.1.1.1 Procedures outlined in 8.12.5 on return to service;

8.12.15.1.1.2 Requirements related to completion of program and obligations incumbent upon the employee upon resumption of service in 8.12.6;

8.12.15.1.1.3 Objectives of sabbatical leave stated in 8.12.4; and

8.12.15.1.1.4 Compliance with such other conditions or terms as are agreed upon between the District and the applicant.

8.12.15.2 Breach of Contract - Inexcusable failure or refusal to comply with the foregoing or any other requirements of this sabbatical leave policy shall constitute a breach of the sabbatical leave contract with the District.

8.13 Other Leaves of Absence

Other leaves of absence with or without pay may be granted regular, contract, and full-time temporary employees employed on a contractual basis upon recommendation of the Superintendent/President and approval of the Governing Board. Such leaves are at the sole discretion of the District.

Article 9: Employee Benefits

9.1 General - All insurance programs are subject to carrier requirements for eligibility, enrollment, and processing of claims. It is agreed that any insurance coverage provided pursuant to this Agreement is subject to the following:

9.1.1 The District agrees to pay the increased cost of existing Health and Welfare benefit premiums. These premiums shall be expressed in dollar amounts. No increased costs shall be passed on to employees without prior negotiations. Increased costs in benefits will continue to be considered as part of the total compensation settlement. Subsequent years' benefit costs will be funded before any COLA is negotiated.

9.1.2 The District and the Association shall pursue ways to ensure that there is no increased cost to employees via review, analysis and possible acceptance of new Carriers/Administrators of current Health and Welfare plans.

9.1.2.1 This review and analysis shall be conducted pursuant to the following:

9.1.3 Health Care Cost Reduction Committee:

9.1.3.1 The District and Association shall establish a Health Care Cost Reduction Committee to examine less costly alternatives to the District's current health care plans. The Committee shall be composed of six (6) persons; consisting of three (3) persons selected by the District and three (3) persons selected by the Association. Representatives from CSEA may also be added to the Committee so long as the Association maintains proportionate representation and voting.

9.1.3.2 The District and the Association shall take responsibility for the following procedural matters:

a) Schedule Committee meetings;

b) Arrange meeting locations;

c) Facilitate Committee process.

9.1.3.3 The Committee shall issue its report and recommendations on a date to be mutually agreed upon at the time of ratification of the contract, and shall forward such report and recommendations to the Chief Negotiators for the District and the Association for negotiation purposes.

9.1.3.4 The District or Association may activate a health care cost committee if needed.

9.1.3.5 Until recommendations regarding insurance Administrators/ Carriers are ratified by the Bargaining Unit and approved by the Governing Board, the existing plans in this Article shall remain in effect. Any changes in health and welfare Administrators/Carriers shall be effective upon enrollment dates established between the District and carriers.

9.2 Benefits - The District shall provide the following benefits to eligible employees:

9.2.1 Health Insurance - Fully paid health insurance plan specified as Blue Cross 365 Plus, listed as coverage #7446, for the employee and dependents, including an annual routine examination benefit for the employee and spouse.

9.2.2 Dental Insurance - Fully paid California Dental Service (CDS) Incentive Plan as per agreement dated July 1, 1979, for the employee and dependents, including prosthetics coverage at 50% for the employee and dependents, and orthodontia for eligible children.

9.2.3 Vision Insurance - Fully paid vision care insurance plan for the employee specified as Vision Service Plan #B, Dated August 27, 1979.

9.2.4 Life Insurance -Fully paid decreasing term life insurance for the employee specified as Occidental Life Plan, Policy #4936.

9.2.5 Salary Protection Insurance - Fully paid salary protection insurance for employees specified as INA, Policy #LK5143.

9.3 Carrier Cost Adjustment It is understood and agreed by both the District and the Association that whenever the District cost in maintaining the benefits specified in section 9.2 herein are raised by the carriers, such calculation of cost is necessarily considered as part of any total salary adjustment. The specified provider may be changed only by mutual agreement. Either party may initiate a request for change to the other party stating their reasons.

9.4 Eligibility - Eligibility for benefits under 9.2 above shall be those employees who meet the qualifications of one of the following categories:

9.4.1 Contractual Employees - A unit member employed on a contract basis of 50% or more of a full-time load shall be eligible for benefits specified 9.2.1 through 9.2.5.

9.4.2 Non-Contractual Employees - A unit member employed on a non-contractual hourly basis for more than 60% of a full-time load during a semester shall be eligible for benefits specified in 9.2.1 through 9.2.4. The eligible employees shall certify in writing that they do not receive benefits from an alternate source of employment.

9.4.2.1 Semester Coverage - Benefits are provided only for the semester the employee works more than 60% of a full-time load.

9.4.2.2 Determination of a Qualifying Load - When it can be verified that a unit employee will have taught enough courses, regardless of the time span of any individual course, to qualify for fringe benefits, he or she will be provided fringe benefits for the full semester or beginning at such time that an added class not originally assigned to the employee provides more than 60% of a full-time load.

9.4.2.3 Removal from Benefits - If a unit employee begins the semester with more than 60% of a full-time load and a class or classes do not materialize to make the more than 60% semester load, both the employee and the business office will be notified and the employee will be removed from such benefits at the District-designated date of the next reporting date to the carrier.

9.4.2.4 Temporary Drop in Class Load - Should an employee temporarily drop below more than 60% because of a class or classes which do not materialize, but is scheduled to teach a class later in the semester which would make the employee eligible for benefits should it materialize, the Associate Dean of Community Education or the Dean of Instruction will approve or disapprove the continuance of fringe benefits based on the reasonableness of the later class or classes materializing.

9.4.2.5 Written Statements - Employees affected by the above procedures shall be notified of all changes in their fringe benefit status in writing to include the effective dates of such changes.

9.4.2.6 Continued Coverage - Unit employees scheduled to carry more than 60% of a full-time load for an immediately consecutive semester shall have their coverage continued during the interim period between such consecutive semesters.

9.5 Eligibility for Employee-Paid Benefits - Eligibility for group medical insurance of section 9.2.1 of this Article on an employee-paid basis shall be those unit employees who meet the qualifications of one of the following categories with quarterly advance payment of premium:

9.5.1 All contractual employees.

9.5. 2 Non-contractual employees with 50% load or more

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who have reached at least the fourth step on the salary schedule.

9.5.3 Employees on unpaid approved leave.

9.6 District-Paid Health Plan for Retirees - Group medical insurance of section 9.2.1 of this Article shall be provided by the District and paid in full for an eligible certificated unit member and dependent(s) until retirant's sixty-fifth (65th) birthday.

9.6.1 Eligibility - In order to be eligible, the employee must have:

9.6.1.1 Retired under the Public Employees Retirement System or State Teachers Retirement System.

9.6.1.2 Served a minimum of ten (10) years in education with the last five (5) years prior to retirement at MPC. Board-approved leave shall count as service to the District for purposes of eligibility for this benefit.

9.6.1.3 Be enrolled at the time of retirement in the District group medical insurance plan and be eligible for continuance under any special requirements which are a part of the plan.

9.6.2 Coverage - Coverage under this Plan is determined by meeting the requirements in section 9.6.1 of this Article and is further determined by both the retiree's and/or dependent(s)' enrollment in Medi-

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care Part "A", if eligible through Social Security, when first qualified. Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.

9.6.3 Retiree Health Plan Past 65 - Retirees and spouse or surviving spouse may continue health coverage through the District's current contract past 65; however, the retiree must pay the premium quarterly in advance.

9.6.3.1 Employees/Dependents Effective January 1, 1987, in compliance with the Federal Consolidated Omnibus Budget Reconciliation Act, the District will offer the opportunity to continue group health coverage of thirty six (36) months to employees' dependents who would lose health coverage because of divorce, legal separation, or death of employees. The District shall also provide coverage to dependent children of employees after the child reaches the maximum age for coverage. In addition, the District will offer continuation coverage for eighteen (18) months to employees who are terminated (except terminated for gross misconduct), voluntarily quit, or have their hours reduced. The continuation coverage terminates on the earliest of the following

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dates: when the employer ceases to provide any group health plan to any employee; when the qualified beneficiary fails to make timely payment of the required premium; when the qualified beneficiary becomes covered under another plan or becomes entitled to medicare benefits. The District will offer this coverage at a charge to the insured of one hundred two (102) percent of the cost of the premium.

9.6.4 Health Insurance Coverage and Employment Upon Early Retirement - Full-time regular employees who retire prior to age sixty-five (65) and who meet the eligibility requirements of section 9.6 are eligible for health insurance coverage and employment as specified in this section. For purposes of this section, the age of the employee means the fiscal year in which the birthday occurs.

9.6.4.1 Employment - Employment will be guaranteed to age sixty-five (65) within the professional competence of the individual as determined by the District at a mutually agreeable rate not less than the appropriate hourly rate with the total amount not to exceed $5000 per year The nature of the employment assignment shall be at the sole discretion of the District, but the retiree does not have to accept employment. The assigned work must be performed in order for the retiree to receive the pay.

Effective July 1, 1985, the District will pay to those employed pursuant to this Article the maximum compensation allowed by Education Code Section 23919. However, if the statutorily permitted amount exceeds $5800 per individual, the District shall have the discretion of whether or not to alter employment to each individual for any amount in excess of $5800.

9.6.4.2 Heath Insurance Coverage - The retiree shall be covered by the District-paid health insurance to age sixty-five (65) as specified in section 9.6. For each year prior to age sixty-five (65) that an employee retires, health insurance shall be provided by the District for the retiree and spouse for an additional five (5) years beyond age sixty-five (65) under the following conditions:

9.6.4.2.1 Such insurance shall not extend beyond the life of the employee.

9.6.4.2.2 Such insurance shall be coordinated with Medicare. The District will pay no part of Medicare Part -B.

9.6.4.2.3 The District shall pay a maximum of

$125.55 per month for such coverage, but the employee may pay an additional amount that is required to continue such coverage.

9.6.4.3 Procedures for Application - Employees requesting early retirement benefits under this section shall submit an application to the President/Superintendent by the end of the first full teaching week of the semester preceding the early retirement. The District shall have the authority to make exceptions to these deadlines. The application form shall be available in the Office of Instruction.

9.6.4.4 Potential Renegotiation - Unit members retiring under the provisions stated herein shall be considered continuing employees for the sole and limited purpose of the benefits cited herein.

9.7 Continuation of District Paid Benefits - All benefits in 9.2 of this Article shall be continued for employees who meet the eligibility requirement of section 9.4 for the unit employees in one of the following categories:

9.7.1 Unit member who are in a paid leave status.

9.7.2 Unit members who terminate employment in June or July of any year shall be continued through August 31 of that year.

9.8 Medical Benefits Continuation for Persons Retired on Disability - An employee who is retired on medical disability shall be covered by the District-paid group medical insurance cited in 9.2.1 herein, to include the employee's eligible dependent(s), until the death of the employee, or employee's sixty-fifth (65th) birthday.

9.9 Employee-Paid Benefits Continuation - Unit members who have met the eligibility requirement may continue any or all of the benefits under 9.2 above for a maximum of one (1) quarter beyond termination of employment.

9.10 Property Damage - The District shall replace or reimburse unit members for fair market value of personal property that is lost, damaged, or destroyed while such property is on District premises and if the loss is not otherwise recoverable. When the employee contests the value placed on the object, a qualified adjustor shall determine the value. Such property must be used in conjunction with the unit member's assigned duties and such use must have been approved by the appropriate dean prior to such use.

Article 10: Safety

10.1 District Intent - The intent of the District is to provide safe working conditions and to comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry (where applicable) standards.

10.2 Report of Unsafe Conditions or Practices - Negotiating unit employees and Association safety representatives shall report any condition or practice which they feel unsafe to their immediate supervisor or the designated Safety Officer/Safety Committee members immediately upon notice or discovery. Such report may be made orally or in writing and may include recommendations for remedial steps to be taken. A list of the designated members of the Safety Committee shall be made available on an annual basis to all unit members.

10.3 Alternative Working Conditions - If a determination is made by the Safety Officer or Safety Committee that the facility and/or equipment is in such condition that it poses a serious, immediate threat to the safety of an employee, alternative working conditions shall be recommended to the President/Superintendent.

10.4 Safety Regulation Compliance - Negotiating unit employees shall comply with all safety rules and regulations distributed and/or posted in appropriate work areas and all safety rules and regulations that apply to a specific assignment.

10.5 Keys - In the interest of employee safety, all instructors shall request authorization through the office of the appropriate dean to sign out keys for classrooms and office space normally used by the

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instructor.

10.6 Grievance Limitation - This Article is not subject to the grievance procedures contained in this Agreement except for procedural violations or failure of the President/Superintendent or designee to take action after considering the recommendations provided for in 10.3 above.

Article 11: District Calendar

11.1 Length of Year - The minimum length of the academic year is regulated by Sections 78008 and 84370 of the Education Code.

11.2 Duty Days - Contractual Unit Members The total required number of service days for each unit member except hourly employees shall not exceed 177.5 days during the 1986-87 academic year and 178.5 days during the 1987-88 and 1988-89 academic years. Flex days and duty days shall be scheduled as indicated in Exhibits B and C. In the event the District discontinues the flexible calendar and returns to a traditional calendar, the required number of service days shall not exceed 179.5 in any academic year with two duty days scheduled immediately prior (except for weekends and holidays) to the first teaching day of each semester and one-half day for faculty participation in commencement exercises.

11.3 Flexible Calendar - Non-Contract Hourly Unit Members

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- Hourly employees teaching courses under the flexible calendar configuration shall be paid in the month served for participating in required in-lieu of instruction activities. The basis for the pay shall be the number of hours that would be required in the classroom for one (1) additional week's service beyond the number of weeks scheduled for each semester of the academic year. An instructor shall be paid for the in-lieu of time served when a class is cancelled or re-assigned to another instructor after the in-lieu of time has been rendered.

11.3.1 Development of Options- In-lieu of instruction activities shall include:

11.3.1.1 A workshop/orientation session which shall be required of all new instructors.

11.3.1.2 Use of self-instructional materials on improvement of instruction.

11.3.1.3 With prior approval, a written project, such as a report on career possibilities in the instructor's field, or another subject over and above what one would normally do to prepare for class.

11.3.1.4 Attendance at any division meeting.

11.3.1.5 Office hours in advisement of students.

11.3.1.6 Staff development sessions prior to spring semester.

11.3.1.7 Other mutually acceptable options made

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with the Community Education Office.

11.3.2 Notification of In-Lieu Options - The District shall mail to all hourly, part-time instructors of census week classes prior to each semester a notification of the in-lieu of options available to them. This notification shall be sent as soon as possible after the Schedule of Classes is printed to those instructors listed and to instructors given assignments subsequent to this publication at the time of their assignment. The Association shall be given a copy of this notice.

11.3.3 Time of Service - Time required under the allotment may be served at any time during the fiscal year.

11.4 Beginning and Ending Dates - Representatives designated by the Association shall annually recommend to the District the beginning and ending dates, consistent with all applicable articles of this Agreement.

11.5 Extended Contracts and Flexible Schedules - The calendar and reporting times for counselors, division chairpersons, coaches, and others on extended contracts or flexible scheduling shall vary in accordance with their individual assignments and/or contracts.

11.6 Commencement - All unit members except hourly shall be required to participate in commencement exercises and shall provide their own academic gowns, hoods, and mortarboards in accordance with their own traditional standards. Beginning with the 1981 commencement exercises, hourly employees who wish to participate in commencement exercises without reimbursement, shall be provided at District expense appropriate academic gowns, hoods, and mortarboards.

Article 12: Holidays

12.1 Scheduled Holidays - Duty Days shall not be assigned on the following days:

- 12.1.1 Independence Day
- 12.1.2 Labor Day
- 12.1.3 Veterans Day
- 12.1.4 Thanksgiving Day and the Friday immediately following
- 12.1.5 Christmas Day
- 12.1.6 New Year's Day
- 12.1.7 Martin Luther King Day
- 12.1.8 Lincoln's Day
- 12.1.9 Washington's Day
- 12.1.10 Memorial Day

12.2 Additional Holidays

12.2.1 Federal and/or State-Appointed Holidays - Any additional day of mourning, holiday, or day for a public fast or thanksgiving appointed by the Governor or the President shall be observed as a non-

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duty day, provided that the day appointed is one on which the community colleges are required to close as provided in Section 79020 of the Education Code.

12.2.2 Holidays Declared by Governing Board - Any day declared a holiday by the Governing Board for which classes are closed in accordance with Education Code Section 79021 or 79022 shall be a non-duty day for employees.

12.3 Holidays on Saturday or Sunday - If a designated holiday falls on a Saturday, the preceding Friday shall be considered a non-duty day. If a designated holiday falls on a Sunday, the Monday following said day shall be considered a non-duty day.

Article 13: Transfers

13.1 Definitions

13.1.1 Transfer provisions shall apply only to contract/regular employees. A "transfer" is defined as the change of assignment or a re-assignment which results in teaching in a different discipline or working at a different geographical site. The latter is not meant to include moving from one building to another building on the same geographical site.

13.1.2 Voluntary Transfers - A voluntary transfer is initiated by the employee.

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13.1.3 Involuntary Transfers - An involuntary transfer is initiated by the District.

13.1.4 Seniority - An employee's seniority is established by the initial date of service to the District.

13.1.5 Preferential Recall Rights - In the event of a layoff, employees shall have the right to transfer into any vacancy within the unit according to the criteria established in sections 13.2 and 13.3. of this Article.

13.2 Implementation of Voluntary Transfers - A contract or regular employee may request a voluntary transfer to take effect at the beginning of the next semester.

13.2.1 Timelines for Request - The request for an employee-initiated transfer shall be made no later than ninety (90) days preceding the effective date.

13.2.2 Filing Location - The request shall be in writing and filed with the Office of the Dean of Instruction.

13.2.3 Criteria for Consideration - All requests shall be on the basis of the following non-ordered criteria:

1) credentials to perform the required services;

2) seniority with the department or division and District seniority;

3) demonstrated competence in the subject field such as recency of knowledge and experience and overall employee evaluation;

4) student, negotiating unit-employee, department or division, and District needs;

5) Affirmative Action goals of the District.

13.2.4 Seniority Consideration - When two (2) or more negotiating unit members meet the above criteria, the faculty unit member with the greatest District seniority shall be entitled to fill the position requested.

13.2.5 Non-authorization of Transfer - If a request is not authorized, the employee, upon request, shall be provided with the reasons in writing.

13.3 Implementation of Involuntary Transfers - The District may transfer contract and regular employees based upon the best interest of the District. Any involuntary transfer shall normally take effect at the beginning of the next semester. For the purpose of this subsection, a full or partial reassignment into another discipline shall not constitute an involuntary transfer if either of the following two factors are met:

1) the employee has taught or has had experience in the discipline within the last five (5) years.

2) the reassignment will not have a significant impact on the employee's total work load.

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If the previous factors are not met, then the procedure beginning with subsection 13.3.1 shall be applicable.

13.3.1 Role of Negotiating Unit Member Preference - Unit members to be involuntarily transferred as a result of program reductions or consolidations, shall have the right to indicate preferences from available vacancies within the employee's competency/credential area.

13.3.2 Criteria for Consideration - All involuntary transfers shall be based on the same criteria as voluntary transfers under 13.2.3 above.

13.3.3 Seniority Consideration - When two (2) or more negotiating unit members meet the criteria in 13.2.3, the unit member with the greatest seniority shall be entitled to the first option of filling the position.

13.3.4 Reasons for Transfer - An employee being transferred shall be provided, upon request, a statement of reasons for the transfer.

13.3.5 No Loss of Benefits or Compensation - An involuntary transfer shall not result in the loss of compensation, seniority or any fringe benefit to a negotiating unit employee.

13.4 Notification Procedure - The District shall mail out

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to each contract/regular negotiating unit member who has been laid off and who retains statutory preferential recall rights, copies of existing and anticipated vacancies within the employee's credential/competency area. As long as any contract/regular unit member enjoys preferential recall rights, the District shall not fill any such vacancy until:

a) notice of such vacancy or anticipated vacancy has been mailed to each contract/regular unit member who enjoys recall rights within competency/credential area, and

b) such unit member has been given a reasonable opportunity to apply for such vacancy or anticipated vacancy.

In the event positions are authorized during the summer months, contract/regular unit members within competency/credential area, and who filed a general request for transfer shall be mailed copies of such notices to their address of record. Such general transfer requests shall remain active for one (1) year. Any contract/regular negotiating unit member who initiates a request for transfer and makes application for a position, shall receive an interview for the position and/or written notice of status.

Article 14: Evaluation

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14.1 Schedule of Evaluations

14.1.1 Contract Employees - Contract employees shall be evaluated at least once each academic year.

14.1.2 Regular Employees - Regular employees shall be evaluated at least every other academic year.

14.1.3 Temporary Employees - Temporary employees employed in their first semester for semester-length courses or courses of three (3) or more units shall be evaluated at least once in their first semester of employment. Continuing temporary employees shall be evaluated at least every fourth (4th) semester of service thereafter.

14.2 Training Program for Evaluators - Annually, if the need is determined by the Association and the District, the District shall offer in-service training for selected employees engaged in the evaluation process. This training shall include a review of the purposes for the evaluation, time-lines and procedures for evaluation, and a discussion of techniques of effective evaluation.

14.3 Notification to Employees - The employees to be evaluated shall be notified in writing by the appropriate administrative office. This notification shall normally be no later than twenty (20) days after the beginning of the academic year or semester in which the evaluation is to take place. The notification shall include the complete timeline of the sequence of the

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evaluation and after-evaluation procedures and shall also include a specific list of the standards being used in the evaluation process. By mutual agreement the timelines may be changed.

14.4 Personnel Groups - For the purpose of applying uniform standards for all employees with similar general duties and responsibilities, the employees to be evaluated shall be considered in one (1) of three (3) groups: division chairpersons, teachers, and student support service personnel. Employees temporarily assigned to non-teaching activities in accordance with Article 15.4 of this Agreement as part of their load shall not be evaluated in that position, but only in the area of duty which falls in the three (3) categories above.

14.5 Student Evaluation - In the evaluation period designated by the Office of Instruction for each evaluatee, the student evaluation shall be administered in each class taught by the evaluatee to include positive-attendance classes. For those evaluatees in the student support service personnel group, the appropriate evaluation format shall be administered to a representative sample of the affected student population and shall be based on three (3) areas: accessibility of the service, effectiveness of the service, and the relationship of the service to the instructional program.

14.5.1 Procedure for Conducting the Student Evaluation

- The evaluatee or designee conducting the student evaluation shall accomplish the following:

14.5.1.1 Distribute and collect the evaluation component (distribution and collection shall normally be by a person other than the evaluatee);

14.5.1.2 Explain the procedure of commenting in a narrative manner on the evaluation component;

14.5.1.3 Assure the students the response shall remain confidential and request that no names be used on the component;

14.5.1.4 Return the completed evaluation components to the appropriate division chairperson or designee who shall serve as the coordinator of the evaluatee's plan and shall review with the evaluatee the results of the component prior to the after-evaluation conference.

14.5.1.4.1 Copies Provided - The evaluatee shall be provided copies of all written evaluation and any material that was generated through the component used for evaluation purposes prior to this meeting.

14.5.1.4.2 Written Response - The evaluated shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the assessment which is to be forwarded to the office of the appropriate dean.

14.5.1.4.3 Review - For contract and regular personnel, review procedures shall be those stated in sections 14.10.2.4 and 14.10.3.4 of this Article. For temporary personnel, the evaluatee shall be given the opportunity to meet with the appropriate dean in order to review the components of the evaluation procedure, to discuss ameliorative measures, and to react to the evaluation procedure itself.

14.6 Procedure for Evaluating Personnel Groups

14.6.1 Division Chairpersons - No later than March 1 of each year, the members of each division shall evaluate their chairperson, and the designated certificated management administrative staff shall evaluate the division chairpersons.

14.6.1.1 Plan - The division evaluation of the chairperson shall be administered by three (3) members of the division. The nomination and selection of these committee members shall be made at least one (1) month before the evaluation date at a divisional meeting called by the chairperson for that specific purpose. The administrative evaluation shall be conducted by the Dean of Instruction.

14.6.1.1.1 Written Survey - The committee of three (3) described above shall conduct a written survey of the division members regarding the strengths and weaknesses of the chairperson. The committee shall work with the division chairperson's duties and responsibilities. The results of this evaluation shall be presented to the division chairperson individually prior to the after-evaluation conference specified in 14.10.1 of this Article and shall have as the principle objective the improvement of the division chairperson's work.

14.6.1.1.2 Administrative Evaluation - The Dean of Instruction shall conduct a written survey of designated certificated management administrative staff members regarding the strengths and weaknesses of the job performance required by the duties and responsibilities listed in Article 22.4 of this Agreement. A list of the administrative staff authorized annually to participate in this evaluation of division chairpersons shall be made available to division chairpersons at the same time that the annual notification to employees of section 14.3 takes place. The results of this evaluation shall be presented to the chairperson individually prior to the after-evaluation conference and shall be shared with the President/Superintendent.

14.6.2 Teachers

14.6.2.1 Contract Teachers - At least two (2) weeks prior to the beginning of the evaluation as indicated in the written notification of section 14.3 of this Article, contract evaluatees shall submit Form A (attached as Exhibit G) describing their evaluation plan to the Office of Instruction.

14.6.2.1.1 Plan - Evaluation of contract teachers shall be supervised by a committee of three (3): the appropriate dean or designee; the division chairperson of the teacher's primary assignment, who shall chair the committee; and a tenured peer appointed by the administration from the area of the teacher's primary competency. Should the assignment of an employee from the area of the teacher's primary competency not be possible, the evaluatee shall choose an acceptable tenured peer from outside the primary area.

14.6.2.1.1.1 Components of the Evaluation - The contract evaluatee shall be evaluated by the following components:

a) The District student evaluation form.

b) A written evaluation by the immediate supervisor based on a classroom visitation followed by a conference.

c) Other means of evaluation as agreed upon by the evaluatee and the committee.

d) A conference between the appropriate administrative dean and the evaluatee to discuss the evaluation procedure itself.

e) A summary report written by the division chairperson in compiling the student, supervisory, optional, out-of-class and conference components. After the summary is completed, a copy shall be provided to the evaluatee before a post-evaluation conference is held.

14.6.2.1.1.2 Other Observations - In addition to the above, contract employees may be observed during the academic year by the appropriate administrative dean or designee in the area of primary competency. Each administrative observation used for the purpose of evaluation under this section shall be in writing and shall be followed by a conference between the employee evaluated and the observer authorized above. Such administrative observation used for the purpose of evaluating teaching competencies shall normally be based upon at least one (1) full period of instruction of fifty (50) minutes.

14.6.2.2 Regular Teachers - In traditional semester-length classes, regular teachers shall be evaluated in the interval between the twelfth week and the fifteenth week of the fall semester. In positive-attendance classes, the evaluation shall be conducted at the approximate midpoint of the course during the semester so designated.

14.6.2.2.1 Plan - The division chairperson shall coordinate the evaluation procedure for regular teachers. The procedure shall include two (2) components. Both components shall be considered in the overall assessment of job performance:

14.6.2.2.1.1 Student Evaluation Component - The regular evaluatee shall be evaluated by the District student evaluation form.

14.6.2.2.1.2 Choice of Components - The evaluation shall include one (1) of any of the following methods of evaluation:

a) A self-evaluation.

b) An evaluation written by the immediate supervisor based upon a classroom visitation.

c) Test results demonstrating accomplishments of teaching objectives.

d) Evaluation of classroom performance by electronic recording devices of the evaluatee.

e) Classroom visitation by an administrator, division chairperson, or peer.

f) A team of peers or colleagues.

g) A project or research paper.

h) Any means of evaluation agreed upon by the evaluatee, the appropriate dean, or agreed-upon designee, to review the components chosen by the evaluatee.

14.6.2.2.1.3 Other Observations - In addition to the above, regular teachers may be observed during the academic year by the appropriate administrative dean or designee in the area of the teacher's primary competency. Each administrative observation used for the purpose of evaluation under this section shall be in writing and shall be followed by a conference between the employee evaluated and the observer authorized above. Such administrative observation used for the purpose of evaluating teaching competencies shall normally be based upon at least one (1) full period of instruction of fifty (50) minutes.

14.6.2.3 Temporary Teachers

14.6.2.3.1 First Assignment - The temporary teacher, serving a first assignment at MPC, shall have a reasonable time to adjust to the circumstances of that class prior to receiving the first-semester evaluation.

14.6.2.3.1.1 Plan - The component of the plan for evaluation of temporary teachers serving in their first semester shall be the District student evaluation form.

14.6.2.3.1.2 Other Observations - In addition to the above, temporary teachers may be observed during the academic year by the appropriate administrative dean or designee. Each administrative observation used for the purpose of evaluation under this section shall be in writing and shall be followed by a conference between the employee evaluated and observer authorized above. Such administrative observation used for the purpose of evaluating teaching competencies shall normally be based upon at least one (1) full period of instruction of fifty (50) minutes.

14.6.2.3.2 Other Temporary Teachers - The temporary teachers, having been evaluated in the first semester of employment under the provisions of the Article, shall thereafter be evaluated every fourth (4th) semester in semester-length courses or courses of three (3) or more units.

14.6.2.3.2.1 Plan - Unless modified in accordance with 14.3, the time of the evaluation shall be the interval between the twelfth (12th) and fifteenth (15th) week and in positive-attendance at the approximate midpoint. The components of the plan shall be the District student evaluation component and a peer evaluation to be conducted sometime during the same semester. Should the evaluatee request additional evaluation, the components may be selected from the options in section 14.6.2.2.1.2 and shall be approved by the appro-

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priate dean.

14.6.2.3.2.2 Other Observations - In addition to the above, temporary teachers evaluated under section 14.6.2.3.2 of this Article may be observed during the academic year by the appropriate administrative dean or designee. Each administrative observation used for the purpose of evaluation under this section shall be in writing and shall be followed by a conference between the employee evaluated and the observer authorized above. Such administrative observation used for the purpose of evaluating teaching competencies shall normally be based upon at least one (1) full period of instruction of fifty (50) minutes.

14.6.3 Student Supportive Service Personnel

14.6.3.1 Contract Personnel - At least two (2) weeks prior to the beginning of the evaluation as indicated in the written notification of section 14.3 of this Article, contract evaluatees shall submit Form A describing the evaluation plan to the appropriate administrative

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dean.

14.6.3.1.1 Plan - Evaluation of contract personnel shall be supervised by a committee of three (3): the dean responsible for the area; the evaluatee's immediate supervisor; and a tenured peer appointed by the administration in the area of primary competency. Should the assignment of an employee from the area of the evaluatee's primary competency not be possible, the District and evaluatee shall jointly choose an acceptable tenured peer from outside the primary area.

14.6.3.2 Regular Personnel - By the twelfth (12th) week of the semester designated by the Office of Instruction, regular evaluatees shall submit the components of the evaluation to the appropriate dean. Evaluatees, whose compensatory work assignments affect the twelfth (12th) week evaluation period, shall arrange a mutually agreeable evaluation period in lieu of the twelfth (12th) week.

14.6.3.2.1 Plan - The components of the evaluation shall be submitted to the Personnel Office through the appropriate administrative dean.

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14.6.3.3 Temporary Personnel

14.6.3.3.1 First Semester of Employment - The temporary employee, serving a first assignment at MPC, shall have a reasonable time to adjust to the circumstances of that employment prior to receiving the first-semester evaluation.

14.6.3.3.1.1 Plan - The components of the plan shall be coordinated by the appropriate immediate supervisor.

14.6.3.3.2 Other Temporary Personnel - The temporary employee, having been evaluated in the first semester of employment under the provisions of this Article, shall be evaluated every fourth (4th) semester thereafter by the twelfth (12th) week of the semester designated by the Office of Instruction or the compensatory arrangement of section 14.6.3.2 of this Article.

14.6.3.3.2.1 Plan - The components of the plan to include any options selected from section 14.6.2.2.1.2 shall be coordinated by the appropriate dean.

14.6.3.4 Components of the Evaluation of Student Support Service Personnel

14.6.3.4.1 Evaluation by Immediate Supervi-

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sor - Evaluations of all Student Support Service Personnel shall include a written evaluation by the immediate supervisor.

14.6.3.4.2 Student Evaluation - When the job of the evaluatee requires direct contact with students, the evaluation shall include a representative sample of the students served as a component. Content and format shall be determined jointly by the evaluatee and the appropriate administrative dean.

14.6.3.4.3 Other Components - Evaluations may include one (1) or more of the components listed in 14.6.2.2.1.2 in addition to the required written evaluation by the immediate supervisor and the student evaluation, if appropriate.

14.7 Changing Circumstances - During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation method components. The necessity for review of the evaluation components shall be determined by the person being evaluated and the appropriate administrative dean, and a new evaluation plan shall be developed and submitted. For regular teaching and Student Support Service personnel, and temporary employees other than first-semester,

semester time limitations may be adjusted to allow completion of the revised evaluation plan.

14.8 Identification of "Need for Improvement" - Any identification of need for improvement of any evaluatee shall be based on a review of relevant materials. Such a review shall be made by the consulting parties in the after-evaluation conference.

14.9 Student Attrition - For classes in which high attrition has occurred, the District shall have the option of assessing students who have withdrawn prior to the evaluation period on the value of that course. Such assessment shall not be included in the evaluation of the instructor but may be used in the overall program assessment to ensure that specific programs meet the needs of the students.

14.10 After-Evaluation Procedures

14.10.1 Division Chairpersons - The results of the written division and administrative surveys shall be transmitted to the President/Superintendent and the Dean of Instruction who shall have the responsibility to conduct a conference with each division chairperson on the written evaluation results within a reasonable period of time which normally shall not exceed two (2) weeks after the written evaluation surveys.

14.10.1.1 Written Report and Response - There shall

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be a single report prepared by the Dean of Instruction incorporating the results of the division and administrative survey components. One (1) copy of this report shall be placed in the division chairperson's file, and one (1) copy shall be retained by the division chairperson. Any written response to this report by a division chairperson filed within two (2) weeks of receipt of the copy shall be attached to the evaluation file copy of the report.

14.10.2 Contract Personnel - Upon completion of the evaluation components and prior to the submission of the Evaluation Summary, a meeting to discuss the evaluation procedure itself shall take place between the contract evaluatee, the chairperson of the committee of three (3), and the appropriate administrative dean. The meeting shall take place within a reasonable period of time which normally shall not exceed ten (10) days after completion of the planned component.

14.10.2.1 Copies Provided - The evaluatee shall be provided copies of all written evaluations prior to the meeting.

14.10.2.1.1 Student Evaluations - The student evaluations shall be rendered in such form as to guard the anonymity of the student participants in accordance with section 14.5.1 of this Article.

14.10.2.2 Signed Final Report - The evaluatee, the chairperson of the committee of three (3) and the appropriate dean shall sign the final report as an indication that the meeting took place.

14.10.2.3 Written Response - The evaluatee shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the Evaluation Summary which is to be forwarded to the office of the appropriate dean.

14.10.2.4 Review - The evaluatee shall meet with the appropriate administrative dean in order to review the components of the evaluation procedure, to discuss ameliorative measures, and to react to the evaluation procedure itself.

14.10.3 Regular Personnel - Upon completion of the components of the Evaluation Plan, the evaluatee shall meet and discuss the evaluation with the appropriate dean and the division chairperson or other appropriate person.

14.10.3.1 Copies Provided - The evaluatee shall be provided copies of all written evaluations and

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any material that was generated through the components used for evaluation purposes prior to the meeting used in these after-evaluation procedures.

14.10.3.1.1 Student Evaluations - The student evaluations shall be rendered in such a way to guard the confidentiality of the students in accordance with section 14.5.1 of this Article.

14.10.3.2 Repeated Evaluation - If the evaluatee is identified as being in need of improvement in the conference held as part of the after-evaluation procedures in accordance with section 14.10 of this Article, the appropriate dean and the evaluatee shall meet and plan a two-semester program of improvement to include repeat of the evaluative process and setting forth specific goals for improvement and criteria for measuring progress towards these goals. The repeated evaluation process shall consist of the following components:

14.10.3.2.1 Teaching Personnel

14.10.3.2.1.1 The District student evaluation form and an open-ended student evaluation in all classes.

14.10.3.2.1.2 Classroom visitation by

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the Dean of Instruction in all classes, with such period of visitation to be limited to a two-week period.

14.10.3.2.2 Student Support Services Personnel

14.10.3.2.2.1 A written evaluation by the immediate supervisor based on the accessibility of the service, effectiveness of the service, and the relationship of the service to the instructional program.

14.10.3.3 Unsatisfactory Evaluation - If at the end of the repeated evaluation process, the regular employee is again identified as in need of improvement, this shall be considered an unsatisfactory evaluation.

14.10.3.4 Review - If the regular evaluatee is advised of an unsatisfactory evaluation as a result of the repeated evaluation process, a copy of the assessment, together with all other evaluation materials, shall be given to the evaluatee, and the evaluatee shall have a reasonable period of time to request a review.

14.11 Special Provisions - It is the intent of the parties that the evaluation article shall have no bearing on the

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continuance or subsequent employment of temporary employees.

14.12 Evaluation Files - An evaluatee shall be permitted to review and obtain copies of any material in his or her evaluation file which has a direct effect on his or her evaluation. Such permission shall be granted provided that the request is made during regular office hours and at a time when the evaluatee is not actually required to render service to the District.

14.12.1 Material in File - All material which has a direct effect on an employee's evaluation shall be dated and signed by the person who caused the material to be placed in the file. The District shall notify the employee of placement of such materials in the file by a notation of such action in the carbon copy listing of such materials.

14.12.2 Derogatory Material - Information of a derogatory nature which has a direct effect on an employee's evaluation shall not be entered in the evaluation file unless and until the employee is given a copy of the material and an opportunity to review and comment thereon. Such review may, upon the employee's request, take place during normal business hours.

14.12.3 Association Representation - An employee may authorize in writing an Association representative

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to review his or her evaluation file.

14.12.4 Log - The District shall keep a log indicating the persons who have requested to examine evaluation files as well as the date such requests were made. Such a log shall be available for examination by the employee or the authorized Association representative.

14.12.5 Location of Official Files - The official evaluation file of each employee shall be maintained at the District's central administrative offices.

14.13 Complaints from Citizens and Students - No evaluation of performance shall be predicated upon information or material of a derogatory nature which has been received by the evaluator(s) from students, parents and citizens unless the following procedures have been followed:

14.13.1 Report of Complaints to Evaluatees - Any student, citizen, or parent complaint about an evaluatee shall be reported to the evaluatee by the President/Superintendent or designee within a reasonable period of time after receipt, if in the determination of the President/Superintendent or designee, the complaint shall be used in the evaluation of the employee.

14.13.2 Meeting with Complainant - An evaluatee may request a meeting with a District representative regarding a public complaint, and the complainant

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shall be invited to attend.

Article 15: Workload

15.1 Load Unit Defined

For purposes of determining college workload, a "load unit" shall be defined as that comparative relationship established between the class credit hour and such variable factors found among the various academic disciplines as the following: the number of class hours per week, the types of class hours, the number of weekly student contact hours, the number of preparations, the amount of evaluation performed, the amount of support provided by readers or aides, the amount of consultation, and any other factor which influences load such as reassignment to administrative duties.

15.2 Teaching Load

15.2.1 Full Time

15.2.1.1 Semester Load Units - The college workload per semester for employees employed on Schedule A shall be the equivalent of fifteen (15) semester load units. Types of equivalent class hours specified in section 15.5.2 shall be the basis of determining the load equivalency of employees employed on Schedule B, using the semester base of fifteen (15) TLU's.

15.2.1.2 Yearly Load Units - The college workload

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per year for employees employed on Schedule A shall be the equivalent of thirty (30) load units.

15.2.2 Part Time

15.2.2.1 Semester and Yearly Load Units - The college workload for a semester or a year for employees employed on Schedule A shall be prorated on the basis of the full-time semester and yearly loads cited in sections 15.2.1.1 and 15.2.1.2 of this Article.

15.3 Counseling Load

15.3.1 Full Time

15.3.1.1 Counseling Load Unit - The college workload for a semester or a year for employees employed on Schedule A as counselors and college specialists for the handicapped shall be derived from equating the sixty (60) minute counseling hour to one half (1/2) load unit credit and shall be the equivalent of thirty (30) hours of student contact service per week.

15.3.2 Part Time

15.3.2.1 Semester and Yearly Load Units - The college workload for a semester or a year for employees employed on Schedule A as counselors and college specialists for the handicapped shall be pro-rated on the basis of the full-time semester and yearly loads cited in section 15.3.1.1 of this Article.

15.3.3 Split Load - A counselor or college specialist for the handicapped who is also assigned a teaching load during the semester or year shall be given the appropriate load credit for that teaching as it relates to the provisions of section 15.2 of this Article; the differential remaining between teaching TLU's and the full assignment shall be worked out in a mutually acceptable scheuule with the Dean of Student Personnel or designee.

15.4 Balancing of Load for Contractual Personnel

15.4.1 Provisions - In the event that a load of fifteen (15) semester load units cannot be achieved in any one (1) semester for an individual unit member, that load shall be balanced over a two (2) semester period. Exceptions to this balancing period may be made by mutual consent of the unit member and the Dean of Instruction or the appropriate immediate supervisor. The most recent four (4) semesters on each employee's load history sheet to include the three (3) previous semesters plus the semester being scheduled would continue to be used as the balancing period of cumulative overloads or underloads.

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15.4.1.1 Underloads

15.4.1.1.1 Evening, Saturday, Off-Campus - Part of the assignment may be from the following options:

15.4.1.1.1.1 Evening assignment

15.4.1.1.1.2 Saturday assignment

15.4.1.1.1.3 Off-campus assignment

15.4.1.1.2 Assignment to Non-Teaching Activities - An assignment to non-teaching institutional activities may be substituted for classroom teaching. Such assignments may include curriculum planning, staff development, and institutional research.

15.4.1.2 Overload

15.4.1.2.1 Overloads - Upon mutual agreement between Schedule A employees and the Dean of Instruction or appropriate administrative dean, an overload may be assigned.

15.4.1.2.2 Compensation for Overloads - A Schedule A employee shall, with the approval of the Dean of Instruction or other administrative dean, be compensated in one of the following ways:

15.4.1.2.2.1 Receive Hourly Pay - Be paid on the hourly pay scale attached as

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Exhibit A, Schedule B or C on the appropriate column and step.

15.4.1.2.2.2 Receive Extra Support - Be provided with extra support, in reader time, an aide, or a typist, as appropriate to lighten the teaching load.

15.4.1.2.2.3 Balancing the Load - Teach a lighter load the following semester if the program allows.

15.4.1.2.2.4 Retaining Load Credit - Keep the overload as credit toward such time when the unit member might have a light teaching load, if the program allows and with a four (4) semester limit on such balancing.

15.4.1.2.2.5 Other - Accept the overload without application of any of the above.

15.5 Determination of Individual Teaching/Counseling Load - Individual teaching/counseling loads shall be the product of the consideration of the load unit factors and the course factors contained in Exhibit F, and shall be assigned by the Dean of Instruction or other appropriate administrative dean in consultation with the division chairpersons or other appropriate persons.

Such individual loads shall be subject to review by the Academic Senate, if the Senate so chooses.

15.5.1 Class Hours Per Week as a Load Factor - The number of class hours per week may vary from a minimum of twelve (12) to a maximum of twenty (20) with the exception of thirty (30) in programmed math, individualized learning center courses, photography, and other aides-assisted courses in which the aide is physically present in the classroom with the instructor.

15.5.2 Types of Equivalent Class Hours Measured in Load Units

15.5.2.1 A "lecture hour" is equated as one (1) load unit.

15.5.2.2 An "art studio hour" and "music rehearsal performance hour" is equated as .8333 load unit.

15.5.2.3 A "laboratory hour" is equated as three fourths (.75) of a load unit.

15.5.2.4 An "activity hour" is equated as three fourths (.75) of a load unit.

15.5.2.5 A "counseling hour" to include Personal Development classes, is equated as one half (.50) of a load unit.

15.5.2.6 A "noncredit teaching hour" is equated at .6 of a load unit. (Instruc-

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tors who teach only noncredit courses are excluded from the unit but in the event a unit member is voluntarily assigned to teach noncredit courses as part of his or her load, the load unit shall be equated at .6 TLU or 25 hours per week for a full load.)

15.5.2.7 Undesignated Class Hours Measured in Load Units - Other courses designated in the college catalog by a term other than "lecture," "laboratory," "activity," "rehearsal performance," or "art studio" shall be assigned an appropriate load weight by the Dean of Instruction for the purposes of establishing a unit member's load, such weighting to be consistent with the classification set forth in Section 15.5.2 of this Article and with Exhibit F. Such weighting shall include but not be limited to the course described by the following terms: demonstration, discussion, field work, field studies, hours by arrangement, instruction and practical work, laboratory problems, lecture discussion, lecture laboratory, lecture studio, practicum, problems, recitation laboratory, and workshop.

15.5.3 Weekly Student Contact Hours as Unit Load Factor - For purposes of this Article, a "contact hour" is defined as fifty (50) clock minutes of classroom instruction. The number of weekly student contact hours (WSCH) for a graded, full semester-length course is the number of contact hours multiplied by the number of enrolled students per week. Short-term graded classes shall be equated to full semester-length courses by pro-rating on the basis of the number of weeks the course is taught compared to a full semester-length course.

15.5.3.1 Timing of WSCH Computation - In assigning support personnel, such as readers, typists, aides, the initial WSCH shall be based on the actual enrolled students during the first week of classes plus any special circumstances reported to the division chairperson or other appropriate person. This initial WSCH shall be monitored during the first and second census periods to determine any adjustments to assignments of support personnel. In determining the granting of additional load units of 15.5.3.2 of this Article, an average of first and second census weeks WSCH shall be the timeline used in determining the load unit factor.

15.5.3.2 Formula for Additional Load Units - The following formula shall warrant reduction of load unless offset by other factors such as readers, aides, assistants, or semester balancing:

a) One (1) additional load unit shall be granted for 800+ WSCH.

b) Two (2) additional load units shall be granted for 900+ WSCH.

c) Three (3) additional load units shall be granted for 1000+ WSCH.

15.5.3.2.1 Payment for a Large Class WSCH - Non-contractual employees on Schedule B may be granted one half (1/2) hour per week for classes of from 90 to 110 student enrollments, and one (1) hour per week for classes in excess of 110 student enrollments based on Census Week I enrollments. Teaching methodology, types of tests, the use of classroom aides and other related factors shall be considered by the appropriate administrative dean in granting or not granting large class WSCH payment.

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15.5.4 Course Preparations as a Load Unit Factor for Schedule A Employees

15.5.4.1 Definition of a Course Preparation - A course preparation refers to a different course. Multiple sections of the same course equal only one (1) preparation. However, additional preparation credit may be authorized by the Dean of Instruction based upon different approaches used in multiple sections, experimental approaches, etc.

15.5.4.2 Number of Preparations - Different course preparations in excess of three (3) per semester will credit the instructor with one (1) extra load unit.

15.5.4.3 New Course Preparation - Normally new course preparation is an expected responsibility of contractual employees; however, upon recommendation of the division chair, additional load units may be authorized by the Dean of Instruction based upon the degree of difference of the course.

15.5.5 Evaluation as a Load Factor - The evaluation performed by the unit member, which when excessive, when a necessary part of the discipline, and a required grading element of the course, shall merit

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larger load unit weights for the specific courses involved. The specific Division and Department Load Policies shall be in accordance with this factor and shall be those attached to this Agreement in Exhibit F.

15.5.6 Support Personnel as a Load Factor - The number of support personnel such as readers, typists, aides, etc., shall be granted as compensations for overloads in accordance with section 15.4.1.2.2.2 of this Article, in lieu of credit for additional load unit in accordance with section 15.5.3.2 of this Article. In addition, support personnel shall be granted under the following formula:

15.5.6.1 General Provisions - When the number of weekly student contact hours is in excess of 500.

500-650 yields 3 hours of reader time per week
650-800 yields 5 hours of reader time per week
800-1000 yields 8 hours of reader time per week.

15.5.6.2 Other- Whenever Personnel needs to justify reader assignment, the division chairperson or other appropriate person may recommend to the Dean of Instruction such assignment.

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15.5.7 Consultation as a Load Factor - The amount of consultation performed by a unit member shall be offset by appropriate typists and/or counseling aides when approved in advance by the appropriate administrative dean.

15.5.8 Non-Teaching Assignments as a Load Factor

15.5.8.1 Balancing Underloads - In the event that a unit member is assigned to institutional activities, other than classroom teaching, to balance a semester load, such assignments shall be in accordance with 15.4 of this Article.

15.5.8.2 Assignments for Administrative Duties or Liaison - In the event that a unit member is assigned to non-teaching duties as a part of the load for administrative duties or liaison activities as specified in Article 17, such positions shall be offset by the appropriate release time as attached to this Agreement in Exhibit D.

15.5.9 Summary of Loads - The Office of Instruction shall keep an updated record of the load of each temporary, contract, and regular unit member on Schedule A in the Load History Book. This book shall be located in the Office of Instruction and shall be available for review, upon request, by any unit member. Also, copies of current load history sheets shall be sent to each division chairperson for all cited personnel in this section in the division.

15.6 Non-Teaching Support Service Faculty Load - The measure of the non-teaching faculty load shall be the work week. The provisions of this section shall cover the college nurse, the librarians, the foreign language laboratory coordinator, the college specialist, the support services specialist, and all other non-teaching personnel.

15.6.1 Full-Time - Full-time non-teaching support service staff shall be scheduled on campus for a minimum of thirty five (35) hours per week to perform their primary duties, which may include teaching hours that have been granted load unit credit as designated in 15.6.3 of this Article. Evening and off-campus activities may be scheduled as part of the assignment.

15.6.2 Part-Time - The college workload for a semester or a year for part-time non-teaching support service faculty shall be pro-rated on the basis of the full-time workweek in 15.6.1.

15.6.3 Split Load - In the event that a support service unit member is assigned teaching activities, load units for teaching shall be granted according to Exhibit F. Special education courses and Personal Development classes shall receive .50 teaching load units as cited in 15.5.2.5 of this Article. A higher unit value may be assigned by the Dean of Instruction for special education or Personal Development courses with unusual instructor time requirements.

15.7 Categorically Funded Program Employee's Workweek - (CETA, VEA, Subpart III and Disadvantaged Projects, EOPS, Upward Bound, Talent Search, College Readiness Programs, and all other programs based on categorical funding.)

15.7.1 Workweek - The workweek of categorically funded unit members shall normally be thirty five (35) hours per week.

15.7.1.1 Handicapped and CETA Programs - Classes taught by unit members in the Handicapped and CETA Programs, which are an integral part of those programs and for which no minimum class size is required, shall be included on an hour-for-hour basis as part of the thirty five (35) hour workweek. Other classes shall be equated for workweek purposes per Section 15.7.1.2.

15.7.1.2 College Readiness Program - Classes taught by unit members in the College Readiness Program shall be equated at .035 of a workweek for each class hour. The total class hour value shall be subtracted from the thirty five (35) required weekly hours to determine the workweek. (Example: 16 teaching hours x .035 = .56 x 35 = 19.6 - 35 = 15.4 + 16 = 31.4 weekly on-duty hours).

15.7.1.3 Other Categorically Funded Programs - Unit members in other categorically funded programs which may be initiated during the life of this contract shall have their workweek established on the basis of 15.7.1.1 and 15.7.1.2 above.

15.7.1.4 Special Circumstances - An hourly unit member teaching a course in a categorically funded program which meets institutional minimum class-size requirements and uses the same methodology and standard course outline used in the regular program shall be paid for that course on Schedule B.

15.7.2 Teaching Load Increase - Teaching loads in categorically funded programs may be increased to the level required by the agreement with the funding agency. In all instances, the state and federal requirements written in the grant shall take precedence over the Agreement with the Association.

15.7.3 Workyear - The length of the workyear shall be the contractual calendar but may be extended based on program needs with payment in accordance with

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Section 15.11.3.

15.8 On-Duty Requirement for Contractual Personnel

15.8.1 Teaching Personnel - Full-time certificated staff shall be on campus a minimum of twenty five (25) hours per week during the contractual year, excluding the final examination periods. During final examination periods, all full-time certificated staff shall be available to students, faculty, and administration through the last scheduled day of each semester including graduation day.

15.8.2 Counselors and Other Non-Teaching Personnel - Full-time certificated staff shall be on campus a minimum of thirty five (35) hours per week during the contractual year. Five (5) of the thirty-five (35) hours shall normally be in non-student contact institutional duties and responsibilities subject to District statement of contingency need.

15.8.3 Part-Time Teaching and Non-Teaching Personnel - The duties and responsibilities of part-time contractual unit members shall be pro-rated in accordance with the duties and responsibilities of a full-time contractual unit member in order to establish the appropriate workweek on-duty requirements.

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15.9 Class Size - Class sizes shall be established as follows:

15.9.1 Minimum Class Size - The minimum class size for enrollment start-up purposes shall be set at fifteen (15) students. The minimum may be waived for advanced sequence courses and specialized courses.

15.9.2 Maximum Class Size - The maximum class size shall be based upon established seating capacity of the room or laboratory work stations plus an attrition factor where appropriate. Those exceptions granted in the past are hereby incorporated into this Agreement by reference. Upon mutual consent of the appropriate administrative dean, the division chair, and the unit member, the established maximum class size may be revised.

15.9.3 Handicapped Class Size - Minimum and maximum class size for severely handicapped students shall be established jointly by the College Specialist and the Associate Dean of Student Personnel.

15.9.4 Class Cancellation - Cancellation shall be at the discretion of the District. Normally, a scheduled class shall not be cancelled until the close of arena registration. Such cancellation shall take place prior to the first class meeting only upon consultation with the appropriate division chairperson(s) or other appropriate persons and upon review of the enrollment history and the nature of the offering.

15.9.5 Classes Open Through Second Meeting - Normally, any class that is not cancelled at the close of registration shall be held open through the second meeting in order to meet minimum enrollment as provided in 15.9.1 of this Article. However, this decision shall be made by the District and based upon considerations such as those referred to in section 15.9.4.

15.10 Office Hours

15.10.1 Definition - An office hour is defined as a fifty (50) minute period of time when a unit member is available for student consultation and present in his or her assigned office or in a posted instructional area; i.e., classroom or laboratory related to his or her teaching assignment.

15.10.2 General Provisions - Teaching faculty with assigned office hours shall schedule office hours with the concurrence of the Dean of Instruction or appropriate supervisor so as to be convenient both to the needs and schedules of students and their own teaching schedules.

15.10.3 Number of Hours/Contractual Personnel

15.10.3.1 Full Time - Teaching faculty shall schedule a minimum of five (5) office hours each week that classes are in session with a minimum of three (3) days coverage within each week.

15.10.3.2 Part Time - Teaching faculty shall schedule a proportionate number of office hours as their assignment relates to that of a full-time instructor.

15.10.4 Number of Hours/Non-Contractual Personnel

15.10.4.1 Procedures for Student Advisement Time

15.10.4.1.1 The District shall establish a "Student Advisement Pool Account" for Office Hours for non-contract instructors, exclusive of employees in the Fort Ord Contract Program. The District's total financial obligation for shall contribute $12,000 for the First year of this Agreement (1986-1987), $13,500 for the second year (1987-1988), and $15,000 for the third year (19888-1989).

15.10.4.1.2 Advisory Committee - An Advisory Committee on Student Advisement Time will help implement this Article of the Agreement (15.10.4.1). This Committee will be composed of the following: The Division Chairs and the Administrative Dean of Instruction.

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15.10.4.1.3 Requests for Office Hours- Eligible non-contractual hourly bargaining unit members may voluntarily request a maximum of thirty (30) minutes per week of student advisement time for each course taught, in accordance with the terms and conditions listed below.

15.10.4.1.4 Eligibility - All non-contractual hourly unit members will be eligible for student advisement time with the following exceptions and conditions:

a) Non-credit classes (900-level courses) shall not qualify.

b) No non-contractual hourly certificated employee shall schedule paid office hours in any academic semester when such office hours added to the teaching assignments will exceed sixty percent (60%) of the hours per week considered a full-time assignment for contract or regular employees having comparable duties. For purposes of computing the percentage, each paid office hour will be the equivalent of 1/262.5 (.0038) of a full-time semester load. This computation shall be applicable only to office hours scheduled

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under this Article (15.10.4.1).

c) Only classes offered during the Fall and Spring semesters will qualify.

15.10.4.1.5 Implementation

a) Allocation

The Administrative Dean of Instruction shall allocate funds equally between Fall and Spring semesters. Based upon the number of sections in the relevant printed class schedule for non-contractual hourly unit members, the Administrative Dean of Instruction shall proportionately allocate the student advisement funds to divisions. In the event the Fall allocation is not fully spent, the unspent monies shall be made available for the Spring semester.

b) Notification

The District shall notify all non-contractual hourly unit members of the availability of paid student advisement time no later than when they receive their class rosters during the first week of each semester.

15.10.4.1.6 Requests for Student Advisement Time

Attached to or part of the notification shall be a teacher request form which will ask for the following information: teacher's name, division/ department, teacher's hourly pay rate, courses for which advisement time is requested, the time(s) and place(s) advisement time will be held, and the number of students enrolled as of the first class meeting.

Requests for student advisement time must be presented to the Advisory Committee by Noon, Friday, the first week of classes.

15.10.4.1.7 Approval of Student Advisement Time

On Friday afternoon of the first week of classes, the Advisory Committee will meet to make a final decision on allocation of student advisement time within the District's financial obligation, and transfer funds among divisions, if necessary.

Once this eligibility list has been established, it shall be forwarded to:

a) the Personnel Office so the District can monitor Article 15.10.4.1.4 (b), above;

b) the Administrative Dean of Instruction so he can send out the standard schedule forms (indicating teaching and office hour times);

c) the Association's Chief Negotiator.

15.10.4.1.8 Requirements for Eligible Teachers

Once advised of their eligibility for student advisement time, non-contract teachers shall post this information outside their office sites, or another location conspicuous to students, include it in their "green sheets", and file the standard teaching/ office hour form with the Office of Instruction.

Scheduled student advisement time shall begin the second week of the semester and shall continue up to but not include finals week.

15.10.4.1.9 Unused Funds

In the event that there are unused funds remaining in the Student Advisenent Time Pool Account at the conclusion of the fiscal year, the remaining monies shall be returned to the District's general accounts.

15.10.4.2 Procedure for In lieu Student Advisement Time - Any office hours served under the provisions of the flexible calendar in lieu of instruction time authorized under Section 11.3, shall be recorded on time cards and shall not exceed the authorized entitlement.

15.10.4.3 Fort Ord Contract Personnel - Office hours for employees in the Fort Ord Contract Program may be scheduled as follows per term:

Day Classes ---

15-20 enrollees = 8 hours

21 enrollees = 12 hours

Evening Classes ---

15 enrollees = 8 hours

The measurement of enrollees shall be the actual student count at the second class meeting.

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15.10.5 Posting - All teaching faculty shall post their schedule of office hours on, or adjacent to, their office doors. A copy of each staff member's class and office hour schedule shall be submitted to the Office of Instruction no later than the end of the first teaching week of each semester on forms provided by the District.

15.10.6 Rescheduling - With approval of the Dean of Instruction or appropriate supervisor, instructors may reschedule office hours as necessary. Such changes shall be posted on their office doors with their schedule of office hours.

15.10.7 Cancellation - Office hours that are cancelled because of faculty meetings or other assignments directed by the administration may or may not be rescheduled at the option of the instructor.

15.11 Work Year and Load

15.11.1 Presence on Campus - All contract/regular unit members shall normally be on campus each of the duty days in the instructional year. Teaching faculty shall not be required to be present on campus during periods not within the contractual year. The on-campus requirement does not apply during final examination periods for days that instructor has no scheduled final exam. However, instructors shall be available to students, faculty, and administration until the last scheduled day of the semester.

15.11.2 Non-Teaching Faculty/Counselors Work Year - The administration shall have the prerogative of assigning non-teaching staff and counselors to any duty days specified in section 11.2 during the year so long as the staff member has worked out a mutually acceptable compensatory time arrangement. Such compensatory time arrangement shall include the options of the following:

15.11.2.1 Two (2) four (4) week periods

15.11.2.2 One (1) eight (8) week period

15.11.2.3 A period of unassigned time during the contractual year that is arranged by the Director of Counseling, the Head Nurse, the Head Librarian, the College Specialist for the Physically Handicapped, and/or the appropriate division chairperson with the mutual consent of the unit members so affected and the appropriate administrative dean.

15.11.3 Extended Contractual Year and Workload for Contractual Personnel - Any certificated staff member placed on an extended contract shall be paid 2.5% of his or her base contract for each additional week worked.

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15.11.4 Registration - For the number of duty days specified in 11.1, all contract and regular unit members shall be expected to participate in registration of students prior to the beginning of each semester. Any absence from such activities shall be subject to the approval of the Dean of Instruction.

Article 16: Salaries

16.1 Schedules - For the school year, 1986-87, unit members shall be paid in accordance with the salary schedules attached and incorporated herein as Exhibit A. The following salary schedule shall apply to the designated groups of employees.

16.1.1 Schedule A - The Schedule A portion of Exhibit A shall apply to all full-time contractual employees Partial contractual employees shall receive a pro-rata pay based upon this schedule.

16.1.1.1 Doctoral Bonus - The Doctoral Bonus of $1,306 shall apply to contractual employees with an earned doctorate from an accredited institution; partial contractual employees eligible for the doctoral bonus shall receive a pro-rata level established in section 16.1.1 of this Article.

16.1.2 Schedule B - Schedule B shall apply to non-contract hourly employees and to employees working on an overload basis.

16.1.2.1 Hourly Certificated Schedule B - 1 -Schedule B - 1 shall be used for payment of employees who teach credit classes and are receiving Health and Welfare benefits.

16.1.2.2 Hourly Certificated Schedule B - 2 -Schedule B - 2 shall be used for payment of employees who teach credit classes and are not receiving Health and Welfare benefits.

16.1.3 Schedule C - Schedule C shall apply to non-contract hourly employees performing duties as counselors, librarians, college specialists, nurses, and those who are assigned to course/program development or are employed in categorically funded programs as defined in Article 15, section 7. The present categorically funded employees shall be maintained at their current wage rate until Schedule C rates equal their present wage rate.

16.1.3.1 Hourly Certificated Schedule C - 1 -Schedule C - 1 shall be used for payment of employees designated in section 16.1.3 who are receiving Health and Welfare benefits.

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16.1.3.2 Hourly Certificated Schedule C - 2 -Schedule C - 2 shall be used for payment of employees performing duties defined in section 16.1.3 and not receiving Health and Welfare benefits.

16.2 Effective Date of Implementation of Exhibit A Schedules - The salary schedules listed in Exhibit A are effective for all employment after July 1, 1986.

16.2.1 Step 10 to Schedules B and C - A tenth step on Schedules B and C shall become effective January 28, 1985.

16.2.2 Step 11 to Schedules B and C - An eleventh step added to columns 3 through 6 of Schedules B and C shall become effective July 1, 1985.

16.3 Reopening Negotiations on the Salary Schedule - For the school year 1987-88 and 1988-89, the parties agree to reopen negotiations on salaries and wages (and one other reopener each, with no reopeners on employee benefits). Initial proposals shall be sunshined during May 1987.

16.4 Placement and Advancement on Salary Schedule

16.4.1 Column Placement - Employees shall be placed on the appropriate column of the schedule that applies to them in accordance with the chart shown as Exhibit A. Placement of holders of Iminence Credentials shall correspond to the requirements of the col-

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umns.

16.4.2 Column Advancement - Following initial proper column placement, advancement to higher columns is determined by completion of accredited college-level credit courses, by earning higher degrees in an accredited institution, or for full-time employees in a related occupational field of employment (approved in advance and earned after the award of the BA degree) by occupational experience. For non-contract hourly employees on Schedule B and C, occupational experience shall apply to initial placement only.

The choice of courses to be offered for column advancement must related to the unit member's area of competency, unless otherwise approved by the President/Superintendent.

16.4.2.1 Advancement Beyond the Highest Column Step - Once employees have reached the highest step in any column on their schedule, they may advance to a higher column upon completion of all requirements for that higher column.

16.4.3 Non-Contractual Employee Advancement - Effective July 1, 1982, non-contractual employees on Schedule B and C who complete the professional growth requirement cited in Exhibit E shall be eligible to

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move beyond step 3.

16.4.4 Column and Step Advancement Freeze

16.4.4.1 Unsatisfactory Evaluation - In the event that any unit member receives an unsatisfactory evaluation through procedures described in the Certificated Evaluation Policy and Procedures, the employee will be notified that he or she has not met the requirement for advancement and that it is the intent of the District to freeze his or her step/column advancement, but if the employee meets the requirement within the next twelve (12) month period, no loss of continuity would occur. If the employee fails to meet the requirement within the grade period, loss of continuity of progression would be imposed.

16.4.4.2 Professional Growth - If at the end of any four (4) year period, a unit member has not satisfied the professional requirement described in the Professional Growth Policy (Exhibit E), his or her salary will be frozen at the then current step and column until the requirement is satisfied.

16.4.4.3 Truncation - A unit member who has reached the top of any truncated column shall not receive step credit on the next higher column

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for the years during which frozen at his or her step on the lower column.

16.4.5 Column Advancement Verification - The employee shall submit verification of completion of unit requirements or occupational experience for movement to a higher column. Such verification shall be by official grade slip or transcript, or in the case of occupational experience such records as applicable. For employees on Schedule A, records for verification presented on or before the Friday of the first week in September in any year shall apply to salary adjustment effective that year. Request for advancement shall be on file no later than June 15. For employees on Schedule B and C, verification must be on file in the personnel file prior to the beginning of the work assignment. Any extenuating circumstances affecting the date of submission of verification shall bear upon the salary adjustment that year after notification of such circumstances to the appropriate administrative dean.

16.4.6 Step Placement - Employees shall be given credit at the time of initial step placement on Salary Schedule A for previous experience up to a maximum of four (4) years. In the event that the employee's experience has not been directly related to the initial teaching assignment, the President/Superintendent shall evaluate the experience for purposes of step placement.

16.4.6.1 Full-Time Teaching Credit - Initial step credit shall be awarded for full-time teaching experience in an accredited secondary school, college or university at the rate of one (1) step for each year of full-time experience up to a maximum of four (4) years.

16.4.6.2 Full-time Work Credit - Initial step credit for full-time work experience in an occupation at the rate of one (1) step a year for each full year of work experience up to a maximum of four (4) years.

16.4.6.3 Part-time Teaching Credit - Initial step credit shall be awarded for part-time teaching experience in an accredited secondary school, college or university at the rate of one (1) step for each sixty (60) semester units or equivalent of part-time experience up to a maximum of four (4) years.

16.4.6.4 Adjustment of Step Credit for Currently Employed Contract/Regular Employees - All contract/regular employees who will be at step 4 or lower on July 1, 1981, shall have their previous part-time experience evaluated per

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section 16.4.6.3 and shall be given credit for such experience for placement up to and including step 5, effective July 1, 1981. No employee at step 5 or above on July 1, 1981, shall have any entitlement for step credit under this section.

16.4.6.5 Exclusion - Credit for previous experience for placement purposes shall not be granted for the following:

16.4.6.5.1 Experience as a teaching or laboratory assistant;

16.4.6.5.2 Work experience necessary to qualify for any California Community College Credential;

16.4.6.5.3 Summer work.

16.4.7 Step Placement on Schedules B and C - All hourly pay unit members and contract/regular unit members shall initially be placed on step 1 of the appropriate Hourly Salary Schedule. In the event that an employee is changed from payment on Schedule A to payment solely on Schedule B or C, the employee shall be placed on the appropriate step on Schedule B or C.

16.4.7.1 Column Placement Verification - Column placement shall be verified by transcripts and other supporting data provided by the instruc-

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tor. All instructors shall be placed on Column I pending verification of proper column placement.

16.4.8 Step Advancement - Following the initial step placement, salary step advancement for employees on Schedule A shall be at the rate of one (1) step for each year of experience as an employee. If an employee on Schedule A is employed for at least one (1) semester of an academic year, then that employee shall be given credit for that year's experience for step advancement purposes. Salary step advancement for employees on Schedule B and C shall require the employee to teach or perform other paid service 100 hours (or two 3-unit classes) or more over two (2) terms (Summer Session, Fall, Spring, and Inter-session). For purposes of this section, each term in the Fort Ord Program shall be considered a separate session or semester.

16.4.9 Professional Work Units - Units of professional work required for any California Community College Credential shall, for placement purposes, be counted as applicable to that credential and shall not also be used for subsequent column advancement or step advancement as semester units required for that step/column.

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16.4.10 Right to Waiver - Under extenuating circumstances, the President/Superintendent may waive a condition of placement and advancement. Any such waiver shall be subject to ratification by the Governing Board.

16.5 Right to Withhold Pay - The District may withhold the last month of service of an employee's pay for failure to return grade reports and class rollbooks or college property at the prescribed time when the employee has been notified two (2) weeks in advance of such deadlines with District discretion when not practicable to meet the two (2) week notice period. Notice of such waiver shall also be sent to the Association. Payment of such withheld pay shall be made within ten (10) calendar days after filing of all such reports if after the regular payday or the last month of service.

16.6 Cancelled Classes - Hourly and contract/regular unit members teaching overload whose class is cancelled shall be compensated by the District for the actual in-class hours worked.

16.7 Contingency Salary Schedule Adjustment

16.7.1 Effective July 1, 1986, and extending through June 30, 1987, the salary schedules for unit members shall be increased by 5.65% or 6.5% as set forth in the revised salary schedules in Exhibit A of this Agreement.

16.7.2 In addition to the increase in 16.7.1, additional funds will be committed as a one-time salary improvement, not on the salary schedule, to the bargaining unit members as a proportionate share of unrestricted funds as of June 30, 1987 (FY 1986/1987) General Fund Ending Balance under the following conditions:

16.7.2.1 A 3% of the 1986/1987 Operational Budget as of February 28, 1987, or $491,200 is first set aside as a combination of restricted and unrestricted reserve.

16.7.2.2 The one-time salary improvement will be based on 50% of the total amount of unrestricted funds available after providing for the 3% reserves mentioned in 16.7.2.1. The proportionate share shall be based on the ratio that the bargaining unit members salaries bear to the total actual salaries of all other employees of the institution (68.3% as of February 28, 1987) as of June 30, 1987.

16.7.2.3 The distribution of this salary improvement amount will only take place if such results in at least a 1% ($66,834) improvement to the total bargaining units salary schedule, with a maximum of 2% upper limitation being so distributed.

16.7.2.4 The salary improvement will be distributed only to those certified unit/members who were employed during the period July 1, 1986 through June 30, 1987, as soon as possible after determination of this settlement is made.

Article 17: Extra Duty and Extended Year Pay

17.1 Summer Session, Intersession, and Substitute Assignments - Employees shall be paid on the appropriate Hourly Certificated Schedule for Summer Session, Intersession, and substitute assignments.

17.2 Non-Teaching, Extra Duty Assignments - Except as otherwise provided in section 22.5 of this Article, employees performing authorized extra duty assignments (e.g., research, surveys, developmental projects not as part of the load-balancing formula of Article 15) shall be paid on the appropriate Hourly Certificated Schedule.

17.3 Overload Pay for Employees on a Contractual Basis -Employees on a contractual basis shall be paid on the appropriate Hourly Certificated Schedule when performing services as overload during the academic year

17.3.1 Overload Limitations - Employees' overload assignment shall be limited to six (6) hours per week. This limitation may be waived by the appropriate administrative dean. based on program need. Notification of such waiver shall be sent to the Association each semester that it is used.

17.4 Evaluation Pay - Regular unit members may be required to participate as peer evaluators for up to four (4) times per year as part of their normal duties. Each evening and off-campus evaluation shall count as two (2) of the four (4) evaluations. Additional evaluations shall be paid at the rate of one (1) hour for on-campus day evaluations and two (2) hours for off-campus and evening evaluations on the appropriate Hourly Certificated Schedule. Travel pay for off-campus evaluations shall be paid at the rate established in Article 21 - Travel.

17.5 Extended Work Year - Additional assigned weeks for unit members employed on a contractual basis with extended work year duties are listed in Exhibit D. The District shall notify the Association of any additions or adjustments approved.

17.5.1 Rate of Compensation for Extended Work Year - The rate of compensation of each week of full-time assigned extended work shall be computed at 2.5% of the salary column and step at which the unit member is placed.

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17.6 Extra Responsibility Pay - Extra responsibility director positions shown in Exhibit D shall be awarded $700 annually.

17.7 Release Time - Positions with authorized release time to perform duties as specified are shown in Exhibit D.

17.8 Coaching Pay - Coaching pay shall be in accordance with the coaching pay schedule shown in Exhibit A. Schedule D. The coaching schedule shall be adjusted on the same percentage basis as regular cost-of-living adjustments would apply to basic salary schedules.

Article 18: Resignation and Retirement

18.1 Resignation - Regular/Contract Employee

18.1.1 Definition - A resignation of a regular/contract employee is a voluntary written statement on the part of an employee that he or she wishes to terminate employment with the District.

18.1.2 Procedure -A resignation from an employee shall be submitted in the form of a letter addressed to the Governing Board. This letter shall be presented to the President/Superintendent. who in turn shall communicate the employee's intent to resign to the Board.

18.1.2.1 Timelines - Except in emergency situations, letters of resignation shall be submitted to the President/Superintendent no later than March of the effective year.

18.1.2.2 Effective Date - The effective date of the resignation is to be determined by the Governing Board and shall not be earlier than the date requested by the employee nor later than June 30 of the effective year for employees on an annual contract.

18.1.2.3 Withdrawal - A unit member may withdraw a written resignation by submitting the request to withdraw in writing to the Governing Board prior to the Board's acceptance of the resignation.

18.2 Resignation - Temporary Employee

18.2.1 Definition - A resignation of a temporary employee during a specific employment period is a voluntary written statement on the part of a temporary employee that he or she wishes to discontinue employment effective during a specific employment period.

18.2.2 Procedure - A resignation from a temporary employee to be effective during an employment period shall be submitted in written form to the appropriate administrative dean.

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18.3 Retirement

18.3.1 Provisions - Retirement of a certificated unit member is in accordance with applicable provisions of the Education Code and the retirement system (STRS and PERS) of which the employee is a member.

18.3.2 Continued Employment Beyond Age 70 - In accordance with Education Code Section 23922 as amended, any regular/contract employee who has attained age 70 and desires to continue in employment may apply to continue such employment pursuant to Governing Board Policy 3.10.

18.4 Payment for Other Services - In accordance with the appropriate hourly schedule, qualified retirees may be employed by the Governing Board.

18.5 Golden Handshake - The District will implement the provisions of Education Code Section 87488 (known as the "Golden Handshake"/Hughes Bill of 1984). Such implementation shall strictly observe the limitations set forth in such code section, and the District shall be under no obligation if the District is unable to guarantee a savings as is required under this code section. The implementation of this section shall not be read as a limitation on the reallocation of unit positions within the District following retirement or resignation. The District will not be obligated to the benefits as set forth herein beyond the expiration date of the code provisions.

Article 19: Reduced Service Partial Retirement Plan

19.1 Reduced Service - Full-time regular employees may reduce their workload from full time to part time and have their retirement benefits based on full-time equivalent employees.

19.2 Denial of Reduced Service - The District reserves the right to deny granting a reduced work load and/or consent to first-year option to any employee if doing so would create unusual and difficult staffing problems. A denial of an early retirement request, however, shall be only temporary, and the employee may reapply for the program and make the effective date for the following year or school term. All such reapplications shall be considered by the District without prejudice. A denial to grant the first-year option shall not prejudice the employee's application for early retirement.

19.3 Prerequisites - To qualify for this program, the full-time regular employee shall meet the following prerequisites.

19.3.1 Minimum Years of Service - The employee shall have completed ten (10) years of full-time service in a position requiring certification in the public school system of California which includes grades K-12, community college, or as a teacher in the

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California State University and College system, with sabbatical leaves being counted as full-time employment. The immediately preceding five (5) years shall have been full-time employment in the Monterey Peninsula Community College District without a break in service. Time spent on a sabbatical leave or other approved leaves of absence shall not be used in computing the five-year full-time service requirement and shall not be considered a break in service.

19.3.2 Minimum Age - The employee shall have attained the age of fifty-five (55) prior to the beginning of the semester in which the reduction in service begins.

19.4 Initiation of Agreement - The agreement or contract for reduced service shall be initiated by the employee.

19.4.1 Time of Application - Employees requesting participation in the reduced service partial retirement plan shall submit an application to the President/Superintendent by the end of the first full teaching week of the preceding semester desired to begin the reduced service. The form of such application shall be available in the Office of Instruction.

19.4.2 First-Year Option - At the time of the initial request for reduced service, an employee may, with the consent of the District, be granted the option of returning to full-time employment at the end of the first year of reduced service.

19.4.2.1 Time of Application to Return to Full-Time Service - A request to return to full service, under section 19.4.2, shall be in writing and sent to the President/Superintendent by the end of the first full teaching week of the semester preceding return to full service.

19.5 Execution of Agreement - The agreement for reduced service shall be executed in writing by the employee and the District at the beginning of the school year or before the beginning of the second half of the school year prior to the period of the reduced service.

19.6 Revocation of the Agreement - The agreement may be revoked with the mutual consent of the employee and the employer.

19.7 Terms of Reduced Service

19.7.1 Minimum Reduced Service - The minimum reduced service shall be the equivalent of one-half (1/2) of the number of days of the employee's final year of full-time service. Agreements with beginning dates other than the start of the school year shall require the employee to serve at least one-half (1/2) for the remainder of the school year.

19.7.2 Salary - Minimum salary paid shall be equal to no less than one-half (1/2) time service.

19.7.3 Rights and Benefits - The employee shall retain all other rights and benefits for which the employee or the District makes the payments, including those as provided Section 53201 of the Government Code, that would be required if the employee remained in full-time employment.

19.7.4 No Break in Service with First-Year Option - If the employee returns to full-time employment, the year of reduced service shall not constitute a break in service to the District.

19.7.5 Other Requests to Return to Service - Requests to return to full service other than at the end of the first year of reduced service shall be submitted by the end of the first full teaching week of the semester preceding return to full service. This return to full service shall be at the discretion of the District.

19.7.6 Limitations

19.7.6.1 Number of Years of Applicability - Part-time service is limited to a period not to exceed five (5) years.

19.7.6.2 Age Limitation - Length of participation

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in the reduced service partial retirement plan is limited to a period not to exceed five (5) years, and no employee shall participate after attaining the age of sixty-five (65). Any employee in the plan who reaches age sixty-five (65) during the school year may continue his or her reduced service for the balance of the year.

19.8 State Retirement Provisions of Plan

19.8.1 Contribution to STRS - The District and the employee shall contribute to the State Teachers' Retirement System the percentage of the employee's salary in accordance with applicable law.

19.8.2 Contributions to PERS - Employees who participate in the Public Employees' Retirement System shall contribute the amount that would have been contributed if the employee was employed full-time based on a full salary.

19.9 End of Five-Year Reduced-Service Period - At the end of the five (5) years of reduced service, the employee shall retire unless the District requests the employee to consider continued employment. If the employee continues in part-time service, the District shall not be obligated to contribute toward retirement upon a full-time salary.

Article 20: Part-time Faculty

20.1 **Notification of Vacancies** - All certificated part-time temporary unit members shall be notified of all certificated full-time unit vacancies in the District at least ten (10) days prior to any public posting or advertising of such vacancies by release of such information to the Association.

20.2 **Availability Statement** - A non-contract hourly unit member shall have the opportunity to state his or her availability and assignment preference by submitting an "Availability Statement" to the appropriate division chair (or program head when the course falls outside the division) prior to the development of the schedule in question.

20.3 **Notification of Assignment** - In offering an assignment to a non-contract hourly unit member each semester or session, the District will give consideration to such matters as educational preparation and recency of study, relevancy and recency of related work experience, the "Availability Statements" on file with the District, the need for the District to maintain an available pool of faculty members in active status, the length of service the person has rendered to the District, the need of the District to maintain diversity of faculty, and other considerations deemed important by the administrative dean who is responsible. All assignments shall continue

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to be at the sole discretion of the District.

20.4 Cancellation or Withdrawal of Tentative Assignment - Non-contract hourly teaching assignments are made by the District on a tentative basis, subject to a number of institutional factors: 1) administrative and Governing Board approval; 2) the minimum class-size policy; 3) possible assignment of a contract instructor to one or more classes tentatively assigned to a non-contract instructor. If an assignment is cancelled or withdrawn by the District, the cancellation or withdrawal will be effective when the unit member is notified by the division chair or administrative dean.

20.5 Disputes concerning the interpretation and application of Sections 20.2, 20.3, and 20.4 are not subject to the grievance provisions of this Agreement.

20.6 Regular Instructors in the Evening Program

20.6.1 Salary - Salary schedule B (and C where applicable) shall be used for payment of services of regular instructors in the evening program. All sections of Article 16 - SALARIES which are applicable to hourly temporary instructors shall also apply to regular instructors in the evening program. (Note: Provisions of section 20.5 do not apply to full-time instructors on overload.)

20.6.2 Work Load - The work year for regular instructors in the evening program shall be 525 hours, multiplied by the percentage of permanent classification earned. In those instances where irregular percentages develop or a full load cannot be achieved in one academic semester or year, the total work load shall be averaged over a two-year academic year period, with payment based on the actual number of hours of service per semester/year.

20.6.2.1 Work Load Assignment

20.6.2.1.1 Permanent Classification Based on Evening Program Only - Regular instructors in the evening program whose percentage of permanent classification is based on evening program service only shall not be required to accept an assignment in the regular day program.

20.6.2.1.2 Permanent Classification Based on Both Evening Program Service and Regular Day Program Service - Regular instructors in the evening program whose percentage of permanent classification is based on both evening program service and regular day program service may be required, if so assigned, to accept schedule assignments in the regular day program. A reasonable attempt will be made to work out a mutually acceptable time when such assignments shall be scheduled.

20.6.3 __Leave__ - Provisions of Article 8 - LEAVES which apply to personnel employed on a non-contractual hourly basis shall apply to regular instructors in the evening program as shall section 8.8 (Exchange Teaching Leave), section 8.10 (Leave of Absence for Educational Improvement), section 8.11 (Government Service Leave), and section 8.13 (Other Leaves of Absence).

20.6.4 __Evaluation__ - Regular instructors in the evening program shall be evaluated in accordance with sections 14.6.2.2 and 14.10.3 of Article 14 - Evaluation. The Director of Continuing Education or his or her designee may act as division chairperson for purposes of evaluation for regular instructors in the evening program assigned to the Vocational/Technical division.

20.7 Acceptance of the foregoing subsections of 20.6 does not constitute an admission that any other provisions heretofore mentioned are correct interpretation of previously decided or pending litigation on the issue.

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Article 21: Travel

21.1 Conference, Workshops, and Meetings

21.1.1 Authorization - Conference, workshop, and meeting travel for employees shall be authorized in advance of such travel by the President/Superintendent or designee. Out-of-state travel shall require the specific advance approval of the President/Superintendent in writing.

21.1.2 Reimbursement - Actual and necessary expenses for authorized travel shall be reimbursed at the rates and in accordance with the following provisions:

21.1.2.1 Private Car - The mileage allowance for private car usage shall be the prevailing Board-approved rate. This rate shall be adjusted upward in accordance with the Internal Revenue Service approved reimbursement rate. Such adjustment shall take place at the next regular Board meeting following the IRS announcement.

21.1.2.1.1 Claim Limit - Reimbursement according to the mileage rate set in section 21.1.2.1 of this Article when in excess of two hundred (200) miles from Monterey shall not exceed Tourist Airfare rates when such rates are available.

21.1.2.2 Public Conveyance - Reimbursements shall not exceed Tourist Airfare rates when such rates are available.

21.1.2.3 Fixed Expenses - Receipts or appropriate documentation shall be required for the following fixed expenses:

21.1.2.3.1 Rooms - Hotel/Motel

21.1.2.3.2 Registration - Conference

21.1.2.3.3 Banquets

21.1.2.3.4 Transportation expenses

-Rail/Plane Tickets

21.1.2.4 Other Reimbursable Expenses - Other expenses which shall be reimbursed include the following:

21.1.2.4.1 Incidental

21.1.2.4.2 Taxi

21.1.2.4.3 Bridge Tolls

21.1.2.4.4 Parking

21.1.2.4.5 Meals

21.1.2.5 Partial Reimbursement - For travel not required by the District, partial reimbursements may be made for travel expenses wherever there is written prior agreement between the employee(s) and the authorizing official.

21.1.3 Procedure - Expense claims shall be submitted on District forms within ninety (90) days after the travel occurred.

21.2 Other Employment-Related Travel

21.2.1 Authorization - An employee having teaching or counseling assignments on-campus and off-campus on the same day shall be reimbursed for round-trip mileage from the campus to the off-campus assignment.

21.2.2 Reimbursement - Reimbursement shall be in accordance with section 21.1.2 of this Article.

21.2.3 Procedure - Expense claims shall be submitted on District forms twice during the semester or at the end of applicable service each semester.

Article 22: Division Chairperson

22.1 Selection Procedure - One (1) semester prior to the expiration of the division chairperson's term of office, the chairperson shall call for nominations. Service as Division Chairperson shall be restricted to full-time regular faculty who have more than a 50% teaching assignment in the division. With the consent of the full-time regular/contract divisional faculty, part time, non-contract employees shall vote in the nomination procedure. The name or names of the person(s) nominated by the division shall be submitted to the Presi-

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dent/Superintendent; every effort shall be made to nominate at least two (2) persons. After receiving the division's nominee(s), the President/Superintendent may consult with the division chairperson before making the final determination. The President/Superintendent's appointment shall not be limited to the list submitted. All procedures shall be in accordance with state, federal, Governing Board and Affirmative Action/Equal Opportunity mandates.

22.2 Term - The term of office of the division chairperson shall be three (3) years. Re-election to successive terms is allowable and shall follow the same procedure outlined in section 22.1 of this Article. The President/Superintendent may reassign the division chairperson to other duties at the end of any semester. A shorter term of office may be requested by the individual serving as division chairperson.

22.3 Recall/Vacancy - A division may recommend to the President/ Superintendent the removal of the division chairperson from the position. This recommendation shall be made following the first reading of a petition to recall signed by one third of the division. The first reading of a petition to recall shall be at a second regularly scheduled division meeting. Recall recommendation by the division shall follow the majority vote of the faculty in attendance at that division meeting Such removal shall be deemed to be effective as of the end of the semester during which it was voted. In case of recall or vacancy, the selection procedures outlined in section 22.1 of this Article shall be followed. For the purpose of this subsection, voting faculty shall be defined as the outcome of the process described in section 22.1 above.

22.4 Job Description - The following describes the administrative, non-teaching functions for which the chairperson is responsible. Teaching responsibilities are described in other Articles of this Agreement.

In accordance with institutional policies, the division chairperson shall perform the following non-supervisory, administrative tasks:

22.4.1 Staff

22.4.1.1 Facilitate and coordinate work assignments by division staff.

22.4.1.2 Consult with the Dean of Instruction regarding changes in status of assigned employees.

22.4.1.3 Provide such supervision of classified staff of the division as signing of time cards, administering sick leave procedures, and other procedures for coordinating the job performance of classified staff as assigned by the administration.

22.4.1.4 Serve on screening committees for the division classified staff.

22.4.1.5 Chair evaluation committee in accordance with evaluation policy, for divisional contract certificated staff.

22.4.1.6 Chair the selection committee for hiring of faculty members within the division in accordance with established policies (federal, state, and local) and Personnel Services procedures.

22.4.1.7 Administer the screening and hiring procedures for part-time instructors and the pool of part-time divisional instructors, working in close cooperation with the Administrative Dean of Personnel Services, the Affirmative Action Officer, and the appropriate administrative dean(s) and office(s).

22.4.1.8 Administer the day-to-day program of substitute instruction, working in close cooperation with the Dean of Instruction and the Associate Dean of Instruction for Community Education.

22.4.1.9 Administer sick leave provisions as specified in Article 8 of this Agreement for the division.

22.4.1.10 Apportion that amount of release time granted through this Article for the temporary staff, and use that time to coordinate and develop the Community Education Programs, Fort Ord programs, and those day campus offerings as applicable to the temporary staff.

22.4.2 Planning

22.4.2.1 Assist in the preparation and maintenance of long-term and short-term educational, equipment, and facility plans for the division.

22.4.2.2 Prepare and recommend, a division class schedule to include specific teaching assignments for the regular semester, summer session, winter session, Fort Ord, and special sessions as requested by the Administration with the aim of meeting student need and using the facilities effectively.

22.4.2.3 Coordinate the activities of the departments within the division.

22.4.3 Budget

22.4.3.1 Monitor budget expenditures; assume responsibility for completion of appropriate budgetary tasks in a reasonable time.

22.4.3.2 Initiate and monitor budgeted work order requests for necessary repair, remodeling, special maintenance, furniture requests, etc.

22.4.3.3 Work with the Office of Instruction in the allocation of division reader time as specified in Article 15 of this Agreement.

22.4.3.4 Prepare and recommend the annual division budget.

22.4.3.5 Administer the approved annual budget to include the following: approve all purchase requisitions and maintain files of such, monitor monthly balances, monitor the divisional budgets for student help, travel, and film ordering.

22.4.4 Curriculum

22.4.4.1 Carry division recommendations on major curriculum and other program changes to the Dean of Instruction.

22.4.4.2 Initiate and assist in the development of new courses and new instructional programs.

22.4.5 Communication

22.4.5.1 Facilitate communication among staff assigned to the division.

22.4.5.2 Serve as the division's spokesperson in coordination with other division chairpersons and administrative personnel.

22.4.5.3 Facilitate conflict resolution among assigned staff members and among appropriate staff and students enrolled in division classes.

22.4.5.4 Serve as a member of the Instructional Council, the Administrative Council, and other committees.

22.4.5.5 Advise the Dean of Instruction about matters of professional concern.

22.4.5.6 Represent the division at each Instructional Council meeting and be responsible for communicating recommendations, actions, and information to the division.

22.4.5.7 Participate in the liaison between the college, business, and other groups as it pertains to the division.

22.4.5.8 Conduct monthly meetings of the division to assure effective communication among members of the division in reference to proposed new curricula, business of the Academic Senate, the educational program, administrative matters, student educational needs, and other related matters.

22.4.5.9 Participate with the Administration and Counseling staff in the liaison between the college and high schools, and between the college and other colleges and universities.

22.4.5.10 Be available to members of the division by setting aside a specific schedule of hours of availability per week.

22.4.6 Policies

22.4.6.1 Facilitate in the administration of District policy and procedures in matters affecting the division.

22.4.7 Other

22.4.7.1 Accept other duties similar to those enumerated above which are related to divisional affairs.

22.4.7.2 Cooperate in the development of recruitment of new student populations as they evolve from the new courses and programs.

22.4.7.3 Administer the approved division teaching load in cooperation with the Office of Instruction through maintaining load history sheets and balancing teaching load whenever necessary.

22.4.7.4 Advise instructors in the preparation of course outlines and textbook selection for the division and coordinate this activity with the Dean of Instruction and the Bookstore Manager.

22.4.7.5 Provide new and revised catalog copy to the Office of Instruction annually.

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22.4.7.6 Prepare division course descriptions for the Community Times and other publications as requested by the Office of Community Education.

22.5 Length of Contract Year - Division chairpersons shall be paid 2.5% of their base contract for each additional week worked beyond the provisions of section 11.1 of this Agreement. Any additional weeks beyond the provisions of section 11.1 of this Agreement must be approved in advance by the President/Superintendent.

22.6 Orientation Release Time for Chairperson-Elect - Efforts shall be made where practicable to schedule the teaching load of the chairperson elected to allow attendance of Instructional Council meetings. Where scheduling does not permit attendance, release time shall be provided when requested for attendance at Council meetings during the semester prior to assuming the division chair duties.

22.7 Release Time - The following guidelines shall be used for determining release time for division chairpersons:

22.7.1 Computation - Computation of release time shall be based upon the scheduled personnel of Spring Census Week I.

22.7.2 Classified Staff Inclusion - The number of classified staff shall be included in the Computation of release time only when the classified staff

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are supervised directly, in accordance with the provisions of 22.4.1.3 of this Article.

22.7.3 Special Considerations - When budget items, special projects, curriculum development, hiring, and multiple-site scheduling go beyond the normal responsibilities of the chairperson, these factors shall be considered for additional release time through mutual agreement between the chairperson and the Dean of Instruction.

22.7.4 Other Adjustments - The administration reserves the right to make necessary adjustments, with such adjustments made after review of the division load index and consultation with the affected division chairperson. If the administration anticipates that an adjustment will result in a reduction, the Association will be notified and have an opportunity to participate in a consultation meeting with the affected division chairperson.

22.7.5 Division Chairperson Unit (DCU) - The basis for release time shall be the number of division chairperson units (DCU's) within the division. DCU's in a division shall be determined by the following load index:

Each Classified Employee (Full-time) = 1.0 DCU

Each Classified Employee (Part-time) = .5 DCU

Each Regular Instructor (Full-time) = 1.0 DCU

Each Regular Instructor (Part-time) = .5 DCU

Each Contract Instructor (Full-time) = 1.5 DCU

Each Temporary Instructor - Hourly
1st Semester = .5 DCU

Each Temporary Instructor - Hourly
Other = .2 DCU

Each Temporary Instructor - Full-time
Contractual = 1.5 DCU

Each Temporary Instructor - Part-time
Contractual = .5 DCU

Instructors on sabbatical leave, leave of absence, and/or serving as Division Chairperson shall not be included in the release time formula.

22.7.6 Release Time Formula - Release time shall be determined as fol-lows:

NUMBER OF DCU'S WITHIN DIVISION			ANNUAL RELEASE TIME IN TLU'S
1	-	10.5	6 TLU'S
10.6	-	15.5	9 TLU'S
15.6	-	20.5	12 TLU'S
20.6	-	25.5	15 TLU'S
25.6	-	30.5	18 TLU'S
30.6	-	35.5	21 TLU'S
35.6	-	40.5	24 TLU'S
40.6	-	45.5	27 TLU'S
45.6	-	50.0	30 TLU'S

22.7.7 Department Coordination of Release Time - When the provisions of the release time formula reach 24 TLU's, the division chairperson shall meet with the Dean of Instruction to discuss whether the division of release time with the appropriate department chairpersons is appropriate. When the department chair so affected is from the same discipline as the division chairperson, the provisions of this section may be waived.

22.7.8 English Department Chairperson Release Time - As indicated in Section 17.7 of this Agreement, the English Department Chairperson shall receive six (6) TLU's annual release time.

22.8 Agreement Interpretation by Division Chairpersons - Division chairperson shall seek guidance from the appropriate district administrator on any questions of interpretation of this Agreement in performing their duties outlined in 22.4. An act of a division chairperson shall not be considered precedential nor binding on the District at any level of the grievance procedure outlined in this Agreement as Article 6.

Article 23: Statutory Changes

23.1 Mandatory - Statutory and administrative regulation changes that are mandatory and in direct conflict with provisions of this Agreement shall supersede such provisions.

23.2 Permissive - Statutory and administration regulation changes that are permissive and affect the provisions of this Agreement shall be subject to negotiations for a successor agreement.

Article 24: Savings (Effect of Court Decision on Contract)

24.1 If any provisions of this Agreement or application hereof to any employee is held by a court of final competent jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by court decision, but all other provisions or applications shall continue in full force and effect.

Article 25: District Rights and Responsibilities

25.1 It is understood and agreed that the Governing Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all of its powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and

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Constitution of the State of California and of the United States, including, but without limiting the generality of the foregoing, the rights

25.1.1 To direct and determine the executive management organization and administrative control of the District and its properties and facilities;

25.1.2 To direct the work of its employees, determine the time and hours of operations, and determine the kinds and levels of services to be provided and the methods and means of providing those services;

25.1.3 To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;

25.1.4 To establish educational policies, goals and objectives; to insure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and

25.1.5 To build, move or modify facilities, establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

25.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with law.

25.3 The exercise of the foregoing rights of the Board shall not be subject to review or determination through the provisions of the grievance procedure, Article 7, of this Agreement. The express provisions of this Agreement constitute the only contractual obligations between the parties.

25.4 In cases of emergency declared by the Government, Board or President/Superintendent, the District retains the right to amend, modify, suspend or rescind policies and practices referred to in this Agreement. The District shall determine the length of the emergency and when to rescind its actions relative to the emergency. For purposes of this Agreement, emergency shall include disasters resulting from storms, earthquakes, fire or other calamitous events which affect the health, safety, convenience and welfare of the public or college, or its employees and students.

Article 26: Duration

This Agreement between Monterey Peninsula Community College District and Monterey Peninsula College Teacher's Association (MPCTA) is effective May 13th, 1987, and shall remain in full force and effect through June 30, 1989.

During the term of this Agreement, the District agrees to reopen negotiations as specified in Article 16 with the Association on cost-of-living proposals related to wages and salaries, and one other opener each (with no openers on employee benefits). The District and the Association may mutually agree to reopen additional subjects.

This Agreement is made and entered into this 13th day of May, 1987, between the Monterey Peninsula Community College District and the Monterey Peninsula College Teacher's Association (MPCTA)/CTA/NEA, an employee organization.

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For Monterey Peninsula College
Teacher's Association (MPCTA)/CTA/NEA

Elliot Roberts

MPCTA's Chief Negotiator/President

Marlene Martini

Bargaining Team Member

Gordon H. Williams

Bargaining Team Member

For Monterey Peninsula College
Community College District

District's Chief Negotiator

Superintendent/President

President, Governing Board

EXHIBITS

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EXHIBIT A-1

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

1986-87

SCHEDULE A

CONTRACT TEACHERS

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	STEP
1	18,375	20,025	21,743	23,427	25,113	1
2	19,395	21,080	22,763	24,448	26,135	2
3	20,417	22,101	23,785	25,470	27,156	3
4	21,456	23,119	24,803	26,431	28,174	4
5	22,459	24,142	25,826	27,509	29,195	5
6	23,478	25,162	26,846	28,531	30,215	6
7	24,497	26,182	27,864	29,550	31,258	7
8		27,202	28,089	30,575	32,255	8
9		28,230	29,907	31,594	33,280	9
10		29,246	30,931	32,614	34,299	10
11			31,953	33,636	35,325	11
12			32,542	34,655	36,343	12
15			33,562	35,677	37,361	15
18				36,696	38,384	18
21				37,717	39,403	21
24				38,758	40,424	24
27					41,445	27
30					42,466	30
33					43,186	33

1. An additional bonus of $1,306 will be added to Column V for steps with an earned doctorate.

2. The maximun salary at which a new person may be hired is step 5 in the appropriate column of the schedule.

3. Directors will earn an additional stipend.

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EXHIBIT A-2

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

1986-87

SCHEDULE B1

HOURLY CERTIFICATED - TEACHING (WITH BENEFITS)

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	STEP
1	17.50	19.07	20.72	22.30	23.91	25.30	1
2	18.48	20.06	21.69	23.29	24.89	26.29	2
3	19.47	21.03	22.65	24.26	25.86	27.25	3
4	20.41	22.01	23.65	25.22	26.82	28.22	4
5	21.39	22.99	24.57	26.18	27.82	29.18	5
6	22.37	23.94	25.56	27.18	28.78	30.16	6
7	23.34	24.92	26.54	28.16	29.76	31.14	7
8			27.51	29.13	30.72	32.12	8
9			28.48	30.11	31.70	33.09	9
10			29.47	31.08	32.66	34.06	10
11			30.45	32.06	33.62	35.03	11

SCHEDULE B2

HOURLY CERTIFICATED - TEACHING (WITHOUT BENEFITS)

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	STEP
1	19.05	20.81	22.55	24.49	26.05	27.54	1
2	20.10	21.85	23.57	25.34	27.08	29.60	2
3	21.17	22.92	24.67	26.40	28.15	29.66	3
4	22.23	23.97	25.71	27.48	29.20	30.70	4
5	23.26	25.07	26.77	28.51	30.25	31.77	5
6	24.32	26.09	27.85	29.59	31.33	32.82	6
7	25.40	27.16	28.89	30.65	32.40	33.91	7
8			29.95	31.71	33.45	34.97	8
9			31.01	32.77	34.50	36.05	9
10			32.09	33.85	35.54	37.08	10
11			33.14	34.89	36.56	38.13	11

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EXHIBIT A-3

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

1986-87

SCHEDULE C1

HOURLY CERTIFICATED - NON-TEACHING (WITH BENEFITS)

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	STEP
1	15.00	16.34	17.76	19.13	20.50	21.59	1
2	15.83	17.21	18.57	19.97	21.34	22.45	2
3	16.66	18.03	19.42	20.78	22.18	23.27	3
4	17.50	18.87	20.24	21.63	22.99	24.11	4
5	18.24	19.71	21.09	22.47	23.83	24.93	5
6	19.16	20.54	21.92	23.29	24.67	25.78	6
7	20.00	21.38	22.74	24.13	25.50	26.60	7
8			23.59	24.94	26.33	27.45	8
9			24.43	25.79	27.18	28.27	9
10			25.24	26.62	28.03	29.09	10
11			26.05	27.45	28.86	29.91	11

SCHEDULE C2

HOURLY CERTIFICATED - NON-TEACHING (WITHOUT BENEFITS)

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	STEP
1	16.34	17.81	19.33	20.83	22.31	23.53	1
2	17.23	18.74	20.22	21.73	23.27	24.44	2
3	18.17	19.64	21.15	22.64	24.13	25.35	3
4	19.05	20.57	22.05	23.55	25.04	26.24	4
5	19.96	21.47	22.96	24.45	25.94	27.17	5
6	20.86	22.37	23.87	25.36	26.85	28.06	6
7	21.77	23.28	24.77	26.26	27.76	28.96	7
8			25.69	27.18	28.66	29.89	8
9			26.58	28.07	29.59	30.79	9
10			27.47	28.96	30.49	31.67	10
11			28.35	29.82	31.37	32.53	11

APPROVED BY BOARD
EFFEC

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COACHING PAY SCHEDULE

1986-87
SCHEDULE D

	HEAD COACH FOR FOOTBALL, BASKETBALL, TRACK, BASEBALL, SWIMMING, SOFTBALL	HEAD COACH FOR ALL OTHER SPORTS	ASST. COACH FOR FOOTBALL BASEBALL, TRACK BASKETBALL, SWIMMING, Softball	ASST. COACH FOR ALL OTHER SPORTS
TEACHING LOAD CREDIT	4.5 TLU	3.0 TLU	NO TLU	NO TLU
EXPERIENCE STEPS				
First year at MPC coaching that sport	$1,516	$1,363	$1,213	$1,062
Second year at MPC coaching that sport	$1,665	$1,516	$1,363	$1,213
Third year at MPC coaching that sport	$1,817	$1,665	$1,516	$1,363

*Non-contract coaches who do not receive teaching load credit would receive the following amount in addition to the flat fee:

1. Amount of salary with placement on step 1 of the contract teachers' salary schedule in column appropriate to qualifications.
2. Coach ---- will be "grandfathered" in with ---- for serving as assistant coach in football.

EXHIBIT A-4

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EXHIBIT B

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

1986/1987

COLLEGE CALENDAR

Teaching Days

Fall = August 25, 1986 - December 19, 1986 = 81 Days
Spring = February 2, 1987 - June 9, 1987 = 84 Days

Non-Teaching Days

Fall = August 22, 1986 = 1 Day
Spring = January 28, 1987 = 1 Day

Required Flex Days

Fall = August 21, 1986 = 1 Days
Spring = January 29-30, 1987 = 2 Days
Contracted Individually = 7 Days

Commencement

June 10, 1987 = 1/2 Day

TOTAL DUTY DAYS = 177-1/2 Days

Non-Teaching-Days

Labor Day = Monday, September 1, 1986
Veterans Days = Monday, November 10, 1986
Thanksgiving = Thursday & Friday, November 27 & 28, 1986
Martin Luther King Day = Monday, January 19, 1987
Lincoln's Day = Friday, February 13, 1987
Washington's Day = Monday, February 16, 1987
Spring Recess = April 13 - 17, 1987
Memorial Day = Monday, May 25, 1987

Summer Session

6-Week Summer Session = Monday, June 15 - July 24, 1987
8-Week Summer Session = Monday, June 15 - August 7, 1987

EXHIBIT C B97

MONTEREY PENINSULA COMMUNITY COLLEGE
1987-1988
COLLEGE CALENDAR

Teaching Days

Fall = August 24 - December 22, 1987 = 83 Days
Spring = February 1 --June 3, 1988 = 82 Days

Non-Teaching Duty Days

Fall = August 21, 1987 = 1 Day
Spring = January 27, 1988 = 1 Day
Extra Day May Be Scheduled at Discretion of District = 1 Day

Commencement

June 4, 1988 = 1/2 Day

Flex Days

Fall = August 20, 1987 = 1 Day
Spring = January 28 & 29 (Staff Development) = 2 Days
Contracted Individually = 7 Days

TOTAL DUTY DAYS 178-1/2 Days

Winter Session

January 4 - 29, 1988

Non-Teaching Days

Labor Day	Monday, September 7, 1987
Veterans Day	Monday, November 9, 1987
Thanksgiving	Thursday & Friday, November 26 & 27, 1987
Christmas	Friday, December 25, 1987
New Years Day	Friday, January 1, 1988
Martin Luther King Day	Monday, January 18, 1988
Lincoln's Day	Friday, February 12, 1988
Washington's Day	Monday, February 15, 1988
Spring Recess	Monday-Friday, March 28-April 1, 1988
Memorial Day	Monday, May 30, 1988

Summer Session

6-Week Summer Session = June 13 - July 22, 1988
8-Week Summer Session = June 13 - August 5, 1988

EXHIBIT D

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SALARY SCHEDULE FOR EXTENDED WORK YEAR*

Those employees represented by the Certificated Employees' unit who are assigned services beyond the regular work year--compensation shall be in accordance with Article 17 for the following positions:

Counselors	2 Weeks' Pay
Dental Assisting Coordinator	1 Week's Pay
Division Chairs	1 Week's Pay
EOPS Coordinator	8 Weeks' Pay
Faculty Senate President	1 Week's Pay
Foreign Language Lab Coordinator	6 Weeks' Pay (20/35 of Normal Week)
Foreign Student Advisor	10 Weeks' Pay
College Specialist	6 Weeks' Pay (Counseling)
Head Librarian or Designate	6 Weeks' Pay (20/35 of Normal Week)
Medical Assisting Coordinator	1 Week's Pay

EXTRA RESPONSIBILITY PAY

Athletic Director
College Specialist
Head Counselor
Head Librarian

ANNUAL RELEASE TIME

Employees assigned to perform duties associated with the following positions shall be granted the following Teaching Load Units of release time:

POSITION	TLU RELEASED
Association Negotiations Chair	3**
Athletic Director	12
Dental Assisting Coordinator	4
English Department Chairperson	6
Faculty Senate President	6
Foreign Student Advisor	15
Gentrain Coordinator	3.25
Head Counselor	15
Head Football, Basketball (Fall), Baseball, Swimming, Track, Softball	4.5
Head Coach for All Other Sports	3
"Grandfather" Provision for Assistant Coach	3
Basketball (Spring)	1.5
Learning Center Coordinator	6
Medical Assisting Coordinator	4
SRO Theater Coordinator	3

* Extended duty and/or annual release time may be adjusted or authorized for other positions by the appropriate administrative dean based upon program need. The Association shall be notified of any such adjustment.

** 3 TLU for negotiations chair to be arranged through the appropriate dean.

EXHIBIT E
(Page 1 of 2)

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SCHEDULE A - PROFESSIONAL GROWTH POLICY

All employees on Schedule A must, in order to meet the minimum professional growth requirements, participate in one or more of the following plans during each four-year period of employment.

1. Four semester units taken at an accredited* college or university. (The selection of courses is up to the certificated staff member, subject to review by the Professional Recognition Board. NPC units of credit may be used to meet this requirement. Courses taken should relate to the employee's assignment; however, exceptions may be requested through the appropriate division chairperson.)

2. Research, publication, or other activities approved in advance may satisfy all or part of this requirement.

3. An approved sabbatical leave program. Normally, sabbatical leaves will be accepted automatically as evidence of professional growth.

The normal guidelines for determining units of credit equivalency for workshops and other activities will be one unit for each 16 hours of attendance and/or participation excluding travel time, preparations, etc.

SCHEDULE B AND C - PROFESSIONAL GROWTH POLICY

To progress beyond step three and every four steps thereafter, the hourly temporary instructor must complete a professional growth requirement. Except for option 6, the professional growth may be satisfied by the equivalent of 48 hours or more over a four-step period in any of the following ways:

1. Sixty Clock Hour University of California Teacher Training Course. Twelve hours of the course may apply toward the next professional growth requirement. (Note: This course may not be used to meet professional growth requirements if required for clear credential.)

2. Workshops administered by the District which are designated to meet the professional growth requirement.

3. Updating materials such as tapes, syllabi, and other materials used in courses taught by the instructor, under supervision of the appropriate division chairperson and with division chairperson verification of hourly equivalency.

EXHIBIT E
(Page 2 of 2) C01

4. Licensing and relicensing requirements met in professional field (e.g. accountancy, nursing, real estate, law, etc.).

5. Three semester units (or equivalent quarter units) from an accredited* institution of higher education in work related to the employee's teaching field or area of service.

6. Continuance and advancement in a field of employment directly related to the teaching assignment may be equated on an individual basis by the appropriate administrative dean to meet the professional growth requirement.

*Accredited Institution. Any institution which is formally recognized as being accredited by one of the six regional accrediting associations of the Council on Post Secondary Accreditation (COPA).

EXHIBIT F
(Page 1 of 3) C02

BUSINESS DIVISION

Lecture-Demonstration Hour and Lecture-Discussion Hour = 1 TLU

Business 101 & 102: Lecture/Lab (3 Lecture/2 Lab) = 4.5 TLU's

Business 220: Lecture/Lab (2 Lecture/2 Lab) = 3.5 TLU's

Business 270, 271, 272 Instruction/Practice Work
(2 Lecture/3 Lab) = 4.25 TLU's

Business 275, 276, 278 Instruction/Practical Work
(3 Lecture/2 Lab) = 4.5 TLU's

Business 277: Instruction/Practical Work
(2 Lecture/2 Lab) = 3.5 TLU's

Business 282: Lecture/Lab, 2 Hours/Unit
(1 Lecture/1 Lab) = 1.75 TLU's

Business 284, 285, 575: Instruction/Practical Work
(2 Lecture/2 Lab) = 3.5 TLU's

Individualized Instruction: Business 273, 274, 283, 285 etc. (All instructional hours are considered to be laboratory when courses such as those cited are taught in an individualized, "open lab" format.)

Data Processing "hours by arrangement" are equated as .75 TLU for each hour.

Data Processing 294, 298, 594: Lecture/Problems, 4 Hrs.= 3 TLU's

CREATIVE ARTS DIVISION

Drama 115, 116, 117, 118: 3 Lab Hours (Team Taught) = 1 TLU

Photography Lab Hour: if there is a lab assistant = .5 TLU

Rehearsal performance hour = .3335 TLU

Music 120, 130 and 160 have a performance factor of more than one of these groups during the same semester.

Music 112, 113, 114, 115: Each Class Hour = 1 TLU

C03

EXHIBIT F
(Page 2 of 3)

HUMANITIES DIVISION

English 101 & 102: 3 Hours Lecture
(Includes 1.5 TLU's for Grading) = 4.5 TLU's

English 201 & 206: 3 Hours Lecture
(Includes .75 TLU for Grading) = 3.75 TLU's

English 271 (Each Teaching Hour in the
Learning Center) = .5 TLU

Lecture-Seminar Hour = 1 TLU

English for Non-Native Speakers: ENS 201 & 202 = 3.75 TLU's

Philosophy 112 (3 Hours Reader Time Per Week
for Each Section) = 4.5 TLU's

Communications 108 = 4.5 TLU's

The standard teaching load in Foreign Languages consists of 16 lecture hours and three to four course preparations a semester, without assignment of extra TLU's for the extra lecture hour and the fourth preparation in exchange for keeping sophomore level courses (130 and 140). A minimum of 3 hours of reader time shall be given for each 110/120 course for preparing and/or correcting language laboratory materials.

LIFE SCIENCE DIVISION

Team Teaching: Each member of the team receives TLU's equal to that fraction of the course which he or she actually teaches plus

PHYSICAL EDUCATION, ATHLETICS, RECREATION AND DANCE DIVISION

No assignment of extra TLU's for preparations.

C04

EXHIBIT F
(Page 3 of 3)

PHYSICAL SCIENCE DIVISION

Recitation, Discussion, and Problem Hour 1 TLU

An additional .25 TLU for grading is given for each catalog unit of mathematics courses with the exception of Math 110 and Math courses at the 500 level.

Team Teaching: Each member of the team required to attend another instructor's class due to the nature of the team teaching arrangement shall receive one-half the load credit normally calculated for the person in charge of the activity. .25 TLU for each Chemistry 211 laboratory section due to the inclusion of problem sessions during laboratory time.

One additional TLU for instructor of Chemistry 126/127 for equipment and instrument coordination in laboratory sections. (This also applies to Chemistry 124 in the day program.)

SOCIAL SCIENCE DIVISION

Discussion sections forming the third hour of courses taught in the Lecture Forum shall be equated as lecture hours and shall be limited to 40 students per hour. Decision regarding establishment of discussion sections shall be made by the instructor and the Dean of Instruction in consultation with the division chairperson.

EXHIBIT G

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT C05

Form A - Evaluation Plan For Contract Certificated Employees

This form is to be used by contract teaching staff and contract non-teaching staff.

EVALUATION PLAN FOR ______________________ DATE ____________

I. Evaluation Committee Members:

1. ____________________ 3. ____________________
2. ____________________ 4. ____________________

II. Course/Courses To Be Evaluated (To Be Used By Teaching Staff)

1. ______________________________
2. ______________________________
3. ______________________________
4. ______________________________

III. Services Areas To Be Evaluated (To Be Used By Non-Teaching Staff)

1. ______________________________
2. ______________________________
3. ______________________________
4. ______________________________

IV. Committee Endorsement of Plan (Check One):
(If you disapprove, use back of form to state why.)

	Approve	Disapprove
1. ______________________________	____	____
2. ______________________________	____	____
3. ______________________________	____	____
4. ______________________________	____	____

V. Appropriate Dean's Endorsement of Plan:

	Approve	Disapprove
______________________________	____	____

NOTE: Concerns that the appropriate dean may have about this evaluatee or the evaluatee's plan should be attached to this form and sent back to the committee. The committee will then make specific recommendations about modifying the evaluatee's plan.

Alameda	008306
Feather River	008597
Laney	001266
Merritt	001267
Vista	029106

AGREEMENT

BETWEEN

PERALTA COMMUNITY COLLEGE DISTRICT

AND

PERALTA FEDERATION OF TEACHERS
CFT/AFT

July 1, 1984 through June 30, 1987

PERALTA COMMUNITY COLLEGE DISTRICT
333 EAST EIGHTH STREET
OAKLAND, CALIFORNIA 94606

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ARTICLE 1

RECOGNITION

The District recognizes the Federation as the sole and exclusive representative of those employees of the bargaining unit enumerated in the certification by the PERB, dated March 8, 1979, case number SF-R-501 and amendments thereto on file with PERB.

If any new certificated contract positions, except those excluded above, are established during the term of this contract, the placement of those positions in or out of the bargaining unit shall be made by mutual agreement. Should the issue not be resolved within thirty (30) days of the establishment of such new positions, it may be submitted by either party to the Public Employment Relations Board (PERB) for its ruling.

ARTICLE 2

SUPPORT OF AGREEMENT

During the Term of this Agreement, the District agrees not to negotiate with any other organization or with any person not officially designated by the Federation as its representative on matters upon which the Federation is the exclusive representative, and which is within its scope of representation.

The Federation agrees not to negotiate with any other organization or with any person not officially designated by the District as its representative for the purpose of collective bargaining.

ARTICLE 3

EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over district practices and procedures and over state laws to the extent permitted by state law.

ARTICLE 4

ACADEMIC FREEDOM

All faculty members will be guaranteed the freedom to exercise the responsibilities which have been given them by their assignments.

Each faculty member is a citizen, a member of the learned profession and an officer of an educational institution. When faculty members speak or write as citizens, they should be free from institutional censorship or obligations.

Faculty members shall maintain the exclusive right and responsibility to determine grades based upon their professional judgment. When grades are given for any course of instruction taught, the grade given to each student shall be the grade determined by the instructor of the course and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency, shall be final.

The freedom to think, to read, to speak, and to question is necessary to the development of an intelligent citizenry. These freedoms constitute a part of the philosophy of the instructional program at the colleges in the Peralta District and are guaranteed to the faculty.

ARTICLE 5

NON DISCRIMINATION

The District and the Federation agree to adhere to a policy of non-discrimination, and to comply with all pertinent provisions of the Title 7 and 9 of the U. S. 1964 Civil Rights Act as amended in 1972 and other applicable State laws regarding race, sex, religion, age, and physical disabilities, marital status, sexual orientation, national origin, political affiliation or activity, participation in any labor or professional or political organization, family relationships to another employee, or the private and personal life of any employee.

This article is not subject to the grievance procedure. However, consultation with the Director of Employee Relations or his/her designee may take place for purposes of possible internal District resolution of alleged problems prior to any action with any outside agency.

ARTICLE 6

FEDERATION RIGHTS

A. Legal, Unrestricted and Nonconfidential Information
The Board Agent will provide, upon reasonable request, to the Federation, legal, unrestricted, and nonconfidential information. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law.

B. Board Policies
The District shall provide the Federation with one (1) book of the Peralta Policy and Procedures Manual. During the term of this Agreement, the District shall provide copies to the Federation of any changes, additions, alterations, or deletions to this book.

C. Board Minutes
The District shall furnish the Federation with two (2) copies of all official Board minutes and two (2) copies of each Board agenda "packet" excluding all confidential information or material as defined by applicable law.

D. Facilities Usage
The Federation shall have the right to access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes,

and other means of communication, subject to reasonable regulation, and the right to use institutional facilities and equipment, provided that such use or access shall not interfere with nor interrupt normal District or campus operations nor cause an additional or an increased maintenance cost to the District. Upon advance request, and with approval of the college or District, the Federation will be granted the use of facilities.

E. Copies of this Agreement

Copies of this Agreement shall be printed at the expense of the district and distributed within thirty (30) working days. The District shall distribute a copy for new employees as part of their employment packet materials.

F. Federation/District consultation

Designated representatives of the Board and the Federation shall meet on a mutually agreed upon date, place and time at least once every month for the purpose of reviewing the administration of the contract in force and attempting to resolve any other problems that may arise. Either party will submit an agenda for discussion.

G. Professional Dues and Payroll Deductions

1. The District shall upon proper receipt of authorization request, deduct from the salary warrants of certificated faculty the following:

   a. State and federal required deductions

   b. Dues to the following professional associations:

      (1) Peralta Federation of Teachers
      (2) Faculty Association, California Community Colleges
      (3) Faculty Senate (District and Colleges)

   c. Purchase of tax-deferred annuities approved by the Board

   d. Payments to credit unions listed below:

      (1) City and County Employee's Credit Union
      (2) Alameda Municipal Credit Union
      (3) California Federation of Teachers Credit Union
      (4) All currently outstanding CTA Credit Union withholdings only contracted prior to June, 1984.

   e. Purchase of U. S. Savings Bonds

   f. Contributions to United Way of the Bay Area

   g. Contributions to the Bay Area CHAD (Combined Health Agencies Drive)

   h. District approved life insurance

   i. District approved disability insurance

   j. PFT Political Action Committee

In addition to the above, deductions which the Peralta Board may approve in the future.

2. The Board shall deduct from the pay of each member of the bargaining unit from which it receives written authorization to do so, the required amount of dues to the Federation. When instructed to do so, the Board shall deduct one-twelfth (1/12) of such dues from the regular salary check of the faculty member for twelve (12) months.

3. The total amount of dues deducted, together with a list of employees from whose pay they were deducted, along with the amount deducted from each employee and a list of bargaining unit members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Federation office no later than thirty (30) days after such deductions were made. The payroll deduction authorization form shall be as shown in the Appendix.

4. Upon appropriate written authorization from the faculty member, the Board shall deduct from the salary of such faculty member deductions which were authorized as of the effective date of this Agreement or which the Peralta Board may approve in the future.

H. Organizational Security

1. All certificated employees covered by the PFT Agreement shall be subject to payroll deductions of monies as provided herein. All bargaining unit members shall either maintain membership in the Federation or pay a service fee as provided herein in options 2 and 3.

   There shall be established an automatic monthly payroll deduction from the monthly pay check of an amount equal to Federation dues and assessments under one of the following three options:

   A. Option #1. Federation dues and assessments. Payable monthly to the Federation.

   B. Option #2. Except as provided elsewhere in this article, all certificated employees who are not dues paying members of the Federation shall pay a service fee equal to monthly dues and assessments payable monthly to the Federation.

   C. Option #3. Any certificated employee who has religious objections to joining or financially supporting an employee oranization, and who so affirm in writing to the parties to this agreement (and subject to review by PFT), shall, in lieu of Federation membership dues and assessments or a service fee, have an equal amount deducted from their monthly pay check, with such deduction deposited to a scholarship fund established by the Federation. Previous or current membership in, or current financial support of, any employee organization or other faculty organization whose purpose is to represent employees regarding matters related to wages, hours, or working conditions (e.g., FACCC) shall automatically disqualify an employee from participating in option #3.

2. The District shall begin making deductions from the monthly pay checks of each certificated employee, in accordance with the provisions of this article, by October 30, 1983 or the end of the month following a certificated employee's initial employment by the District.

3. Upon receipt of individual deduction authorization forms from Federation members choosing option #1 above, the District shall deduct from each such employee's monthly pay check the amount of Federation dues and assessments as specified therein. The Federation shall provide the District with schedules of dues and assessments to be used in this process.

4. In the case of all certificated employees who are not dues paying Federation members, and who do not participate in option #1 or #3 above, the District shall deduct from their monthly pay checks service fees and assessments according to schedules provided by the District for the deduction of these fees and assessments.

5. In the case of all certificated employees who qualify for and choose to participate in option #3 above, the District shall deduct from their monthly pay check the amounts specified in Federation supplied schedules. Such amounts shall equal those deducted under option #1 and #2 above.

6. The District shall forward to the Federation within 15 days after deductions, the amount of deductions specified in A.1, A.2, and A.3 above. Such payments shall be accompanied by deductions registers to facilitate a proper accounting of monies owed, received and paid.

   The Federation shall upon 30 days advance notice have the right to periodically revise the schedules of deductions it provides to the District under the provisions of this Article.

7. The PFT agrees that in the event of litigation against the District by or on the part of employees arising out of implementation of this Article, PFT will defend and indemnify and hold harmless the District, its agents, or employees for any monetary award arising out of such litigation.

I. Grievance Processing Release Time
The District will grant release time to the President of the Federation or his/her designee and a Federation representative at each campus, who shall be identified and designated annually by the Federation, to perform services directly involved in the handling of grievances including grievances related to disciplinary action. If such grievance hearing is scheduled during duty hours, the grievant and his/her representtive shall be considered on release time.

J. Effective January 1, 1985 the PFT shall have .33 FTE released time. In addition, the PFT shall, at its option, pay for the replacement cost at the average hourly rate in the Peralta District for up to 1.0 FTE.

The District shall not threathen to impose reprisal on employees or to discriminate or otherwise interfere with, restrict or coerce employees due specifically to their exercise of the rights guaranteed under the provisions of 3543.5(A) of the California Government Code (SB 160).

ARTICLE 7

MANAGEMENT RIGHTS

The Federation recognizes and agrees that the exercise of the express legal powers, rights, duties and responsibilities by the Board, e.g., the adoption of policies, rules, and regulations shall be limited only by the specific and express terms of this Agreement.

The Federation recognizes and agrees that the District powers, rights, authority, duties and responsibilities include the exclusive right to manage the District, direct, select, decrease and increase the workforce including but not limited to hiring, promotion, layoff or discharge.

The Federation recognizes and agrees that the District retains its rights to amend, modify, or rescind practices referred to in this Agreement in case of emergency. An emerency is considered an Act of God or a natural disaster or other acts which may be injurious or harmful to the students, employees, or the educational mission of the District. When an emergency is declared, District shall immediately notify and consult with the Federation.

The District agrees that in regard to a declared emergency and decisions made therein, that the Federation shall have the right to subject such declaration and decisions made therein to the provisions of the grievance procedure when such declaration and decisions violate the provisions of this Agreement.

ARTICLE 8

MAINTENANCE OF OPERATIONS

During the term of this Agreement, the Federation agrees that neither the Federation, nor any person officially acting in its behalf, will cause, authorize, engage in, sanction, or take part in a strike, or concerted failure to report for duty against the District.

Bargaining unit members shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, leaves, wages, or any other compensation while engaged in any strike, failure to report for duty, work stoppage, or other concerted actions which cause an interruption of District work.

ARTICLE 9

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court, such provision shall be inoperative, but all other provisions shall not be affected hereby and shall continue in full force and effect.

At the request of either party, the parties agree to enter into negotiations for the revision of the Agreement with respect to any item that becomes invalid by reason of the above.

ARTICLE 10

INTRA-DISTRICT TRANSFER/REASSIGNMENT

A. Voluntary Transfers

Any instructor may apply for a vacancy at another of the Peralta Colleges. The following procedures shall govern such transfers, subject to Board approval.

1. All certificated contract position vacancies will be announced. Printed job announcements will be distributed District-wide and posted on college bulletin boards.

2. Existing contract instructors who express an interest in such vacancies shall be interviewed and given priority consideration in the filling of vacancies.

3. The District agrees that part-time certificated instructors shall be given a guaranteed right to an interview for any advertised regular certificated position if that position is in the specific discipline in which the faculty member is currently teaching and for which the part-time instructor is making application. The instructor must notify the Director of Personnel in writing no later than the closing date posted on the specific announcement.

4. The District agrees that a certificated faculty member within the District making application for another regular certificated position within the District shall inform the District of his/her interest by means of a letter written to the Director of Personnel postmarked no later than the closing date posted on the specific job announcement.

5. An instructor who applies for a vacancy and who is accepted by another Peralta College will be permitted to make the transfer. Unusual circumstances may require a delay until a suitable replacement is found.

6. Transfers arranged at the request of an instructor or at the request of a receiving institution are to be considered as permanent.

7. If the college cannot accept a current District employee who requests such a position, the college will provide a reason to the faculty member.

B. Involuntary Transfers/Reassignments

When transfer/reassignments must be made, they shall be in accordance with the following procedures.

1. If a college discontinues a particular program which results in the transfer/reassignment of a tenured instructor, and if another college within the District is offering a program in which this instructor is credentialed to teach, and in which a vacancy exists or in which he is senior to other instructors, the instructor must be given an opportunity to transfer or be reassigned to the college which can utilize his/her service.

2. When the District finds it necessary to transfer or reassign an instructor from one college to another because of staffing conditions, and if volunteers are not available, the transferee(s) shall be the person with the least seniority and who is certificated in the required discipline.

3. Transfer/reassignments made for the convenience of the District or short-term interchanges are to be made with the understanding that the transferee will return to the original institution to fill the first vacancy (equal to their contract load level) for which he or she is credentialed. If a certificated staff member transferred for the convenience of the District finds that the faculty member wishes to remain at the second college, and if that institution wishes to retain that person, then he/she shall have the privilege of remaining.

4. The faculty member to be transferred shall be given notice no later than sixty (60) days prior to the beginning of the quarter or semester, (30 days notice until June 1985) except in unusual circumstances due to resignation, death, illness, accident, emergency leave or physical catastrophe.

ARTICLE 11

RESIGNATIONS

A. Faculty member may not be threatened with dismissal action by the college administration so as to force the faculty member to submit resignation of employment.

B. A faculty member who submits a written resignation may, prior to Board action thereon, withdraw the resignation.

ARTICLE 12

FACULTY EVALUATION

The purpose of this article is to improve instruction, counseling and other educational services assigned by the District through the periodic evaluation of faculty members. The process to be followed shall include a self-evaluation, peer and administrative evaluation as outlined below. (Student surveys shall be used.)

A. Evaluation of Contract Faculty Members

1. Each contract faculty member will be evaluated each year. The evaluation panel will elect its own chairperson. The composition and selection of the panel shall be: one regular faculty member selected by the evaluee, one manager or his/her designee, and one regular faculty member selected by lot first within the discipline in the college, then within the division in the college or then within the discipline district-wide (excluding Feather River). The evaluee or manager each may disqualify one of the panel members initially chosen.

   The person disqualified shall be replaced using the same process with no further right of disqualification. Panel member selected must serve. Service shall be limited to four panels annually.

   Panel members shall not be informed of their selection until the full composition of the panel is finalized.

2. Each faculty member being evaluated shall prepare a self-evaluation report and present such report to the panel.

3. The evaluation panel's report shall consider the faculty member's performance in meeting the responsibilities of his/her position.

4. At least one conference shall be held with the faculty member by the evaluation panel.

5. A written report of the findings of the panel will be prepared by the panel chairperson and signed by the faculty member (Faculty member's signature acknowledges only that he/she has received and read the report.), as well as, in the case of unanimity, by each member of the panel. The report will be submitted to the president of the college with two (2) copies to the faculty member and a copy to the district personnel office file.

6. If there is not unanimous agreement by the committee members, individual reports may be submitted with copies to the evaluee.

7. The student survey forms will be returned to the evaluee and will not be attached as part of the final evaluation report.

B. Evaluation of Regular Faculty Members

1. At least once every two (2) years each regular faculty member will be evaluated using the procedures outlined above in Section I.

2. If the faculty member is identified as in need of continued evaluation, the same evaluation panel will continue to work with the faculty member until the next evaluation.

C. Evaluation of Temporary Certificated Personnel

1. The same frequency of evaluation of temporary certificated personnel may occur as for contract certificated personnel.

2. A committee will be composed of two members: the first line manager or his/her designee and one faculty member appointed by the first line manager. The appointment will be made first from the discipline in the college then the division in the college then within the discipline District-wide (excluding Feather River).

D. General Conditions

The faculty member's evaluation report will be retained by the District in the faculty member's personnel file.

E. Deadline

The District shall establish the deadlines for the operation of the evaluation procedure.

F. Appendix

The evaluation forms shall be made a part of the agreement. (See Appendix for sample form.)

ARTICLE 13

SAFETY

A. District Compliance

The District shall conform to and comply with all health, safety, and sanitation guidelines of CAL OSHA.

B. Safety Committee

A District safety committee shall be formed with a PFT member from each college to review health, safety, sanitation and working conditions to ensure compliance with CAL OSHA. The committee shall make recommendations to the District appointed administrator who shall chair the safety committee meetings.

C. Release Time

The members of the committee shall be allowed reasonable release time to attend safety committee meetings.

D. No Discrimination

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of CAL OSHA.

E. Safety Precautions
Each unit member shall observe normally acceptable safety precautions in the performance of his/her assigned duties.

Alleged violations of this Article shall be processed through the committee and/or CAL OSHA ONLY.

ARTICLE 14

PERSONNEL FILES

A. For the purposes of this article, a "personnel file" is any record that:

1. pertains directly to the employment relationship between the certificated employee and the Board;

2. is retained in the personnel files of the District; and,

3. is accessible by the employee's name or other means of individual indentification such as social security number.

B. The personnel file may include records of employment with the District, records of educational advancement and other work or experience pertaining to the faculty member's position with the District and records of professional evaluation as prescribed by state law.

1. There shall be only one official personnel file for each faculty member. This file shall be kept in a locked file in the District Personnel Office and shall be available for inspection by the member or a Federation representative expressly authorized in writing by her/him, unless the release is compelled by law or by a judicial order or lawfully issued subpoena. When such access is gained, the employee shall be notified in writing.

2. All material in the file shall be signed by the source of material and dated. Anonymous communications shall not be placed in the official personnel file.

3. The faculty member shall have the right to obtain copies of any item in his/her file.

C. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

D. Such material is not to include ratings, reports, or records which

1. were obtained prior to the employment of the person involved,

2. were prepared by identifiable examination committee members, or

3. were obtained in connection with a promotional examination.

E. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render service to the employing District.

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F. Information of a derogatory nature, except material mentioned in Section D of this article, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

G. Personnel files shall be maintained in accordance with the Education Code.

ARTICLE 15

DEPARTMENT CHAIRPERSON/PROGRAM DEVELOPER

(Applicable to Merritt and Laney Colleges only)

A. At Merritt College, Department Chairperson/Program Developers shall receive released time of 3.6 FTE.

B. At Laney College Department Chairperson/Program Developers shall receive released time of 3.6 FTE.

C. In addition to the foregoing, athletic directors, nursing directors, and the director of radiologic technology shall continue to receive released time consistent with state-mandated requirements. Appointment shall be made by the President of the college after review by the appropriate Dean.

D. The faculty in each department will select two names for the position of Department Chairperson/Program Developer. Final selection will be made by the President of the college after review by the appropriate Division administrator and Dean. In the event no candidates are recommended, the President shall appoint the Department Chairperson/Program Developer. Except where there is mutual agreement between the President and the faculty of a department, the Department Chairperson will serve for one year.

E. In the event that the District's financial status is seriously impacted by the passage of any state or federal law which restricts budgetarily the assignment of Department Chairperson/Program Developer under the provision of this Article, the release time ratios and/or stipends for Department Chairperson/Program Developer may be open for renegotiations.

ARTICLE 16

WORKING CONDITIONS

A. Faculty Parking
All necessary parking decals or stickers shall be provided at no cost to the faculty members and no parking fees shall be charged to faculty members.

B. Clothing/Uniform/Equipment
The District shall provide the faculty member with any protective clothing, uniforms, or equipment that is required by the District in order to teach in his/her discipline. In cases where employees are supplied with safety equipment, they will be required to wear and/or use such equipment.

ARTICLE 17

MILEAGE

A. Certificated faculty whose contract assignments necessitate travel within the District within a single instructional day between assignments shall be compensated for the use of their automobile at the rate of 20¢ per mile of assigned necessary travel.

B. It is understood that the above reimbursement shall only be applicable in cases where the certificated faculty is assigned to serve in excess of one geographical location in a single instructional day.

C. Request for automobile reimbursement shall be submitted monthly and no obligation will exists for payment reimbursement requests that are submitted 60 or more days after the date on which they were incurred.

ARTICLE 18

ACADEMIC CALENDAR

A. The Academic Calendar of the District in terms of days of instruction shall be developed by the District and the Federation. Recognizing that the arrangements of the calendar in terms of beginning and ending dates, vacations, etc., are of concern to the Federation, the proposed calendars for any academic year shall be prepared in draft form by the District in consultation with the Federation.

B. The college academic year calendar shall consist of 176 contracted days for full-time faculty members.

C. At least one of the 176 days shall be provided for faculty members to participate in staff development activities.

ARTICLE 19

HOURS, WORKLOAD, CLASS SIZE

A. Certificated Assignments

1. The District shall maintain load and assignment policies for all of the colleges in the Peralta Community College District consistent with the provisions of this Agreement.

2. All contract/regular certificated staff shall provide a full professional service week that includes teaching, preparation, advising, evaluation, class sign up/enrollment, maintenance of office hours, participation in college/district committees and meetings, and special assignments such as program development/department chairpersoning (department chairpersoning at Merritt and Laney only).

3. The certificated base load shall be 15 equated hours per week.

4. The base load for counselors shall be 30 hours, librarians 30 hours, and nurses and enablers 30 hours per week.

5. Certificated load factors shall be as follows:

   a. All lectures including English composition shall be equated at 1.0
   b. All PE and dance labs shall be equated at .75
   c. Coop Ed shall be equated at .68
   d. All vocational labs shall be equated at .75
   e. Radiology/X-Ray Technology labs shall be equated at .75
   f. All other labs presently at .80 shall remain equated at .80

6. Full-time instructors shall schedule, post, and maintain at least five office hours per week, four hours to be scheduled over four days and one hour to be arranged.

7. No instructor shall be assigned more than three course preparations during a given term (exclusive of extra service). Exceptions may be made with the consent of the instructor.

8. The District may average load assignments for certificated instructors over one year.

   The District may average load assignments for some certificated instructors for two years. The two-year load averaging shall be limited to a maximum of 25 FTE faculty and to a maximum of 18 equated hours in any one term. Annual reports shall be forwarded to the PFT containing the names of each faculty member, their work load and the college.

9. Certificated assignments will be scheduled by the college administration and at Merritt and Laney, where applicable, in consultation with the department chairperson/program developers.

10. Certificated instructor's assignment shall not exceed eleven consecutive hours in any day unless an assignment in excess of eleven consecutive hours is required to fulfill the instructor's instructional load.

    When an instructor's assignment exceeds eleven hours for a term, that certificated instructor's load shall not exceed eight hours in the following term except by mutual consent between the instructor and the District.

    This section shall exclude all extra service assignments.

B. Credentials

1. The District shall make every effort to provide information to the faculty about credentials needed in Peralta and the procedures to obtain such valid credentials.

2. The responsibility for certification lies with the individual instructor and all instructors must have valid credentials in force as specified in the Education Code, and on file with the Alameda County Superintendent of Schools. No salary can be paid to anyone who is not so qualified.

C. Temporary Certificated Employees

1. Temporary certificated employees shall work no more than a .59 equated load per term and shall be scheduled no more than .5, except with the approval of the administration.

2. When identifiable, temporary certificated faculty shall have their names included in the class schedule for their classes each term. Such inclusion shall not constitute a contract of employment between the faculty and the District, nor preclude any change in or deletion of assignment.

D. Extra Service

1. Regular full-time instructors may not teach beyond their regular full-time assignments, more than .2 equated load, or one (1) class on an extra service basis, whichever is greater. Exceptions to this must be approved by the District.

2. Regular full-time instructors may not teach beyond their regular full-time assignment for the purpose of extra service credit until the full-time assignment has been accomplished. Exceptions to this must be approved by the District.

3. Counselors, librarians, nurses and enablers may not work beyond their regular full-time assignments for more than six (6) hours per week in extra service counseling, librarian, nursing or enabling assignments. Counselors, librarians, nurses and enablers may not be assigned to extra service academic assignments during the same quarter or semester that they are employed in extra service counseling, librarian, nursing or enabling assignments. Exceptions to this may be approved by the District.

4. Extra service assignments for non-teaching faculty shall be equated on a 2:1 basis. (Two hours of extra service equals to one teaching hour).

E. Class Size

1. That the minimum class size set at 20 for vocational/technical classes, and 25 for all others.

2. That colleges which do not produce an average of 550 Weekly Student Contact Hours (WSCH) will be limited to making exceptions up to 8% of the classes offered during that term.

3. That colleges which produce at least an average 550 WSCH may be permitted to offer up to 12% of their classes under the established minimum class size.

4. That the computations for WSCH be used from the previous term so that guidance is offered to colleges during the current term.

5. Exceptions to the above will be by the District.

6. The maximum class size shall be limited to the number of work stations or the physical limitations of the facility as made available by the District. In no case shall maximum classroom occupancy exceed maximum allowable occupancy as established by the fire department in the county in which the class is conducted.

7. English composition at 1.0 with a maximum class size of 30 as of census week 1, any larger class size to be by mutual agareement.

F. Saturday Classes

1. Saturday classes may be assigned as part of a certificated employee's base load. During the term of this agreement, the District will make every

effort to assign Saturday classes on a volunteer basis. When Saturday classes are assigned as a part of a faculty member's load, the District will insure that person is assigned two (2) consecutive off days, one of which will be Sunday.

2. All Saturday assignments shall be rotated term to term except by mutual consent between the employee and his or her first-level manager.

G. Flex-Time Schedule

1. Flex-time for counselors is to cover those counseling periods following the end of traditional summer session to the start of the Fall Quarter/Semester.

2. Any day worked as flex time during the above periods will be initiated by:

   a. Mutual agreement between the College and Counselor

   b. In the event that the College's needs are not being met by a., the principle of inverse seniority will prevail.

   c. Once a Counselor has volunteered or been assigned by inverse seniority his/her name rotates to the top of the Seniority List and that Counselor will not be assigned involuntarily to another flex schedule until all other Counselors on the list have completed an assigned flex-time.

   d. Counselors working on flex-time will work not less than five consecutive days or more than 10 consecutive days. Additional or fewer days may be worked by mutual agreement between the College and the Counselor.

   e. Counselors shall give the appropriate administrator a minimum of 30 days notice of days requested off for flex day utilization.

   f. The first ten days or last five days of each quarter/semester will be excluded as days off except by mutual agreement..

   g. The scheduling of flex-time is initiated by the College and will be posted by May 15th of each year.

ARTICLE 20

GRIEVANCE PROCEDURE

"Grievance" as defined in this agreement shall be brought only through this procedure.

A. Definitions

1. "Grievance" is a formal allegation by a grievant that the grievant has been adversely affected by a misinterpretation, a misapplication or a violation of this Agreement.

2. A "grievant" may be any member of the bargaining unit covered by the terms of this Agreement or any official of the Federation.

3. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the Peralta Community Collee District is open for business.

4. The "first level manager" is the immediate supervisor (outside of the bargaining unit) having direct jurisdiction over the grievant.

B. Forms for processing grievances shall be prepared mutually by the Federation and the District. The forms shall be printed by the District and given to the president of the PFT.

C. A grievance may be lodged:

1. By a faculty member;

2. By a faculty member accompanied by a representative;

3. Through a Federation representative, if the faculty member so requests; (in written form)

4. By a Federation representative in the name of the Federation.

D. The Federation shall have the right to have a representative present at each step of the grievance procedure.

E. If the same grievance is made by more than one faculty member, the Federation shall be allowed to consolidate such grievances. The final decision of such a grievance shall apply to all grievants.

F. No faculty member at any stage of the grievance procedure shall be required to meet with any administrator concerning any aspect of a filed grievance without Federation representation if requested by the grievant.

G. Written notices to be given under this grievance procedure may be given by hand to the appropriate person or left with the first level manager of the appropriate person, or mailed by U.S. mail. If given by hand, that date shall be counted as the date of the notice.

H. No threats or retaliation shall be made against any participants in the grievance procedure by reason of such participation. Grievance materials shall not be placed in the personnel files.

I. A decision rendered at any level in this procedure becomes final unless appealed by the aggrieved person within the time limit specified.

1. By mutual agreement the time limits contained herein maya be waived. Also by mutual agreement the grievance may revert to a prior level for consideration (excluding step three).

2. Failure of the administrator to respond within the time limits shall automatically move the grievance to the next step of the grievance procedure.

J. Decisions rendered at Steps 1 and 2 of the grievance procedure set forth herein shall be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to the grievant and the President of the Federation. Time limits for appeal provided in each level shall begin three (3) days following posting by the registered mail or written decision by the Parties in Interest.

K. If the grievance hearing is scheduled during the grievant's or representative's working hours, the grievant/representative shall suffer no loss of pay in order to present the grievance(s).

L. Upon reasonable request the Board Agent shall provide the PFT with legal, unrestricted and non-confidential information. Such data and/or informatin will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law.

M. Grievance Procedure Steps

A three-step grievance procedure shall be used for all grievances. Grievances pertaining to District office problems and procedures such as:

1. salary placement
2. payment of salary
3. fringe benefits
4. sick leave accrual
5. credentialing
6. personnel files
7. seniority
8. retirement

shall go directly to Step 2.

All other grievances shall follow the three-step procedure:

Step 1

Within thirty (30) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall present his/her grievance, either orally or in writing, to the first level manager. Within seven (7) working days from the date of the informal conference, the first level manager shall communicate his/her decision to the grievant in writing together with supporting reasons and with a copy to the Federation and the District Board Agent.

Step 2

a. If the grievant is not satisfied with the decision at Step 1, he/she may submit a written grievance on the appropriate form within ten (10) working days. Copies of the grievance shall be sent to the first level manager, college president and Board Agent. A copy of the decision rendered by the first level manager shall be attached to each copy.

b. Within ten (10) working days of receiving the written grievance, a conference with the grievant and the Federation representative, and the appropriate manager(s) shall be held.

c. Within seven (7) working days, a written decision will be rendered with appropriate reasons.

Step 3

If the Federation is not satisfied with the decision at Step 2, the union may appeal the decision to advisory arbitration. Such notices of appeal must be submitted to the Board Agent within ten (10) working days of receipt of the decision from Step 2.

a. Selection of Arbitrator
Within ten (10) days of the receipt of the appeal to advisory arbitration, the parties shall attempt to agree upon an arbitrator. If agreement cannot be reached within five working days, the parties shall request a panel of five advisory arbitrators from the California Mediation and Conciliation Service. The parties shall alternately strike two names, the remaining advisory arbitrator shall be appointed.

b. Opinion and Award
The advisory arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.

The advisory arbitrator shall submit his opinion and award within thirty (30) days after the conclusion of the hearing (or the receipt of the court reporter's transcript, whichever is later).

c. Board Action
The opinion and award of the advisory arbitrator shall be submitted to the Board of Trustees for decision at the first Board meeting following its receipt. The decision of the Board is final. Nothing herein shall preclude either party from seeking further legal remedy.

d. Cost
The advisory arbitrator fees and expenses shall be shared equally by the parties.

In the event the Board rejects or modifies the advisory arbitrator's opinion and award in whole or in part, the Board shall pay the Federtion's cost of representation and the advisory arbitrator's costs or fees. The cost reimbursement to the Federation for representation shall be limited to twice the fees and costs of the arbitrator.

e. Retroactivity
Any grievance filed prior to the effective date of this Agreement shall not be processed under this procedure.

ARTICLE 21

DISCIPLINARY ACTION

A. Suspension

1. The District, through the Board Agent, shall not suspend or otherwise discipline faculty members except for just and sufficient cause. Except in cases of extreme emergency no suspension without pay shall be imposed until the grievance procedure is exhausted.

2. All information forming the basis for disciplinary action shall be made available to the faculty member. In addition, such information will be

made available to the Federation if the member requests in writing the release of such information.

3. Just and sufficient cause shall be defined as charges such as the following:

   a. Dishonesty
   b. Insubordination
   c. Intoxication or the use of nonprescribed controlled substances while on duty.
   d. Unexcused absence without leave.
   e. Refusal or repeated failure to perform the normal and reasonable duties of the position.
   f. Misuse of District property.
   g. Knowingly falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or other Distsrict records.

B. Hearing Procedures

A faculty member covered by the terms of this Agreement may, when notified of a recommended suspension, appeal that recommendation to a hearing panel composed of the following:

1. one member appointed by the Federation;

2. one member appointed by the administration; and

3. a member of the State Mediation Conciliation Service.

C. Appointment of the Hearing Panel

1. The hearing panel described above shall be assembled as follows. Within five (5) days after the employee is notified that a recommendation for suspension is being processed, he/she will notify the Director of Employee Relations in writing by certified mail of his/her request for a hearing. The Director of Employee Relations shall, within two working days of receipt of such request for hearing, contact the Federation for the name of its appointee to the hearing panel and simultaneously furnish the Federtaion with the name of the administration's appointee to the hearing panel, and then contact the State Mediation Conciliation Service for a conciliator for the hearing panel.

2. Within two working days after the conclusion of the hearing, the Opinion and Award of the hearing panel shall be submitted to the Board of Trustees through the Office of the Director of employee Relations.

D. Witness and Grievant Release Time

The District and/or the grievant may request the presence of witnesses during the hearing procedure. If a certificated employee covered by this Agreement gives testimony at the hearing in connection with the grievance procedure during his/her normal duty hours, the certificated employee shall do so on release time. It is the intent of this paragraph that neither the grievant nor the witnesses testsifying at the hearing procedure shall suffer any loss of pay.

E. Notice of Suspension

A disciplined certificated employee shall be informed in writing by certified mail of the specific charges against him/her, and this notice shall include:

1. A statement of the employee's right to a hearing on such charges.

2. The time in which a hearing may be requested (which shall not be less than five working days after service of the notice to the employee).

3. An enclosed card for signing and filing, which shall constitute a request for a hearing and a denial of the charges.

4. A statement indicating that should the employee fail to return the enclosed card within five working days after receipt, this shall constitute a rejection of further hearing procedures.

F. Appeal
Either party (the administration or the Federation) may appeal the Opinion and Award of the hearing panel to advisory arbitration.

G. Dismissal
Grounds for dismissal and dismissal procedures shall be as prescribed by the applicable sections of the California Education Code.

ARTICLE 22

SALARY

A. Certificated Faculty

1. Effective September 1984 the District shall provide a 4% salary adjustment which will be distributed based upon the following providions:

   A. A 3.25% upward salary adjustment, in addition to step advancement shall be added to the current salary schedule at Columns A and B (steps 1 through 10), Column C (steps 1 through 11), Column D (steps 1 through 12), and Column E (steps 1 through 12).

   B. Additional steps shall be added to Columns C, D and E as follows:
      Column C: 2 additional steps
      Column D: 4 additional steps
      Column E: 6 additional steps

2. Effective September 1984 contract faculty shall all move at least one step upward on the new salary schedule by comparison with their 1983-84 step, except for those faculty who were at A-10 and B-10 (the top of those columns) in 1983-84.

3. Those faculty who were at the top of Columns C, D or E in 1983-84 shall be placed on the new steps based upon their date of hire. No faculty member shall be placed on a step less than her/his 1983-84 step plus one.

4. Effective September, 1985 a 6% upward salary adjustment shall be added to the salary schedule at all columns and steps, in addition to regular step advancements.

5. Effective September, 1986 a 7% upward salary adjustment shall be added to the salary schedule at all columns and steps, in addition to regular step advancements.

B. Temporary (Part-Time) Employees and Extra Services Assignments

1. Regular full-time contract employees: pro-rate pay shall be 60% of the certificated salary schedule in steps 1-4 (A-E) only.

2. Temporary certificated employees with full-time employment of any kind: 60% of the certificated salary schedule in steps 1-4 (A-E) only.

3. Temporary certificated employees without full-time employment of any kind: 75% of the certificated salary schedule in steps 1-4 (A-E) only.

4. Temporary certificated employees shall be paid on a quarter or semester basis in monthly installments.

C. Coaching Stipends

Coaching stipends shall be paid per coaching assignments, per sport season as follows:

1. Head Coaches, $1,000

2. Assistant Coaches, $800

D. Longevity

Certificated personnel employed in the Peralta/Oakland Unified School District for eighteen (18) consecutive years (including approved leaves of absence) are eligible for the longevity increment. Oakland Unified service is not restricted to any particular units of that district. The District will pay a longevity increment pay to be effective after:

18th year	$ 500
20th year	1250
24th year	2000

E. Non-Academic Column Advancement

Non-academic salary advancement may be granted to vocational faculty for training courses sponsored by recognized business and industrial firms or professional organizations subject to the following provisions:

1. Approval may be granted by the Vocational Training Committee, consisting of the College President, Affirmative Action Officer and a PFT designated vocational faculty member.

2. A course description or outline of the Vocational Training Program must be submitted to the above committe along with the request for approval.

3. The content of the Vocational Training Program must directly relate to the faculty member's credentialled area.

4. A written statement must be issued by the Vocational Training Committee to the faculty member in response to each request for approval, indicating number of units granted or reason for denial.

5. This article shall not be subject to the grievance procedure.

Upon completion of the above requirements and documentation of completion of the vocational training course, movement on the salary schedule shall be granted according to the following formula: 32 hours of training is equivalent to one semester unit.

See Appendix---for Certificated Salary Schedule and other related salary information.

ARTICLE 23

HEALTH AND WELFARE BENEFITS

The District will continue to fund the present Health and Welfare Program and absorb any increase in premium rates at the current benefit level for the duration of this Agreement. The parties agree to reopen on this article prior to June 1985.

ARTICLE 24

VOLUNTARY FRINGE BENEFITS TEMPORARY (PART-TIME) EMPLOYEES

A. Voluntary Fringe Benefits

1. Voluntary Fringe Benefits under this agreement include the present District medical and dental insurance plans, only.

2. Temporary (part-time) certificated employees may subscribe for medical and dental insurance under the District's group coverage program.

B. Eligibility Requirement

1. Temporary (part-time) employees must have completed four (4) semesters or six (6) quarters in the immediately preceding four (4) years.

2. Partial semester or quarters are not included in the computation of completion for the fulfillment of four (4) semesters or six (6) quarters.

C. Dependent Eligibility

Temporary (part-time) employees may subscribe for dependency coverage under this program.

D. Membership Subscription

Temporary (part-time) employees must subscribe for membership no later than the 20th day of the month preceding the period for which coverage is requested.

E. Payment

1. The premium for (part-time) participants in this program shall be an amount exactly equal to the amount paid by the District for individual contract employees.

2. If enrollment by part-timers under this plan exceeds 100, a charge of $2.50 per enrollee shall be added to all succeeding programs.

3. Due date for premium payments shall be the 20th day of the month for a maximum of two (2) months advance coverage.

4. Any temporary (part-time) employee who fails to submit advanced premiums for two (2) months coverage shall be dropped from the District program on the first of the month following delinquency. There will be no exceptions.

F. **Exclusions**

Voluntary subscription by temporary (part-time) employees shall be limited to certificated employees covered by the terms of the collective bargaining agreement.

ARTICLE 25

SENIORITY LIST

A. Pursuant to Education Code Sections 87414 and 87415, the District is required to maintain a list reflecting the order of employment of all contract or regular employees in the manner prescribed by Sections 87400 to 87424, inclusive, and to keep a roster of same as a public record. The intent of these statutes is to provide contract and regular employees with their respective order of employment (seniority standing) in the District.

B. Every contract or regular employee employed after June 30, 1947, shall be deemed to have been employed on the date upon which he or she first rendered paid service in a probationary or contract position.

C. Records showing date of employment shall be accessible, on demand, to any certificated employee of the District or to his/her designated representative.

D. In the absence of records as to the determination of the first date of rendered paid service in a probationary or contract position, the District, in accordance with evidence presented, shall determine the order of employment after giving employees a reasonable opportunity to present such evidence.

E. Corrections on Seniority List
The Board shall have the power and it shall be its duty to correct any errors discovered from time to time in its records showing the order of employment. Any faculty member may submit documents for review which may correct his/her first date of rendered paid service in a probatinary or contract position. The President of the Peralta Federation of Teachers shall be notified in writing whenever a change or a correction is made to the seniority list.

F. Same Date of Paid Service in a Probationary or Contract Position
Every contract or regular employee who first rendered paid service on the same date in a probationary or contract position shall participate in a single drawing to determine the order of employment.

1. A drawing shall take place at the District administration Office.

2. The President and Secretary of the Peralta Federation of Teachers will be notified of the drawing to take place along with affected employees.

3. Employees who cannot be present or who refuse to participate in the drawing will not be omitted. The employees will be given the opportunity to designate a representative to act in his/her place. This proxy shall be in writing and provided to the Office of Employee Relations prior to the drawing.

4. The "drawing date" shall be mutually agreed upon with the President of the Peralta Federation of Teachers.

5. Each person will draw twice.

   a. The first drawing will be according to alphabetical order and will determine the order of drawing for seniority.

   b. The second drawing will determine actual seniority placement.

6. Whenever the District discovers that an employee has been given an incorrect first date of rendered paid service in a probationary or contract position or whenever it is ordered by a court to change an employee's first date of rendered paid service in a probationary or contract position, it shall make the appropriate corrections. If the correction results in the employee having a first date of rendered paid service in a probationary or contract position, the same as one or more employees, the employee's seniority ranking within this group of employees shall be determined as follows:

   a. The first drawing will be according to alphabetical order and will determine the order of drawing for seniority.

   b. The second drawing will determine actual seniority placement.

   c. The total number of slips for the drawing shall be the total number of employees with the same first date of rendered paid service in a probationary or contract position, including those employee(s) to be added to the sequence.

   d. The number drawn shall rank the added employee in the group following the employee's name with the same number of the sequence for that first date of rendered paid service in a probationary or contract position.

   (Example: When #2 is drawn, the employee shall be placed after the second employee's name on the seniority list with the same first date of rendered paid service in a probationary or contract position.)

7. Any determination of an employee's order of employment pursuant to "breaking ties" shall be made within 30 days of the date service was first rendered by the employee or 30 days from the receipt of a judicial order compelling the District to comply.

ARTICLE 26

COMPETENCY FOR VOCATIONAL COURSES

A. Certificated employees subject to layoff in the event of a reduction in force shall be terminated in the inverse order of which they were employed as determined by the Board according to law.

B. In the event of reduction in force proceedings, the Board shall reassign regular certificated employees in such a manner that they shall be retained to render any service that their seniority and qualifications entitle them to render and that they are competent to render. Furthermore, no regular employee shall be terminated while any contract employee or any other employee with less seniority is retained to render a service which the regular employee is certificated and competent to render.

C. For the purpose of this article only, a certificated instructor shall be considered to be competent to render a service in the vocational subject area (see list) if the following conditions are met:

1. Holds a valid California credential specifying qualifications to render such a service; and fulfills at least one of the following:

    a. Has had previous Peralta Community College District employment in teaching the major courses of the vocational subject matter area (specified in attachment hereto) for at least one full school year out of the last five school years.

    b. Has had previous satisfactory employment in teaching the major courses in the subject matter area (specified in attachment hereto) in another community college district for at least one school year in the last five school years.

    c. Has a minimum of seven years previous full-time experience in the occupation listed as a vocational subject matter area (as specified in attachment) including one year of experience in the last five years.

2. "Major Courses" as used in (a) and (b) herein refers to major as used in college catalogs.

3. Consideration of competency subject to sub-paragraphs 1a, b, and/or c, above, requires the following action by employee:

    a. Submit written verification acceptable to the District on original letterhead paper of institution and/or other employer for inclusion as part of official personnel file. Self-employment requires a notarized statement. Documentation must specify the subject matter area being requested for consideration.

    b. January 5th of the year in which an employee requests the District to consider competency is the final date for filing all documentation with the District Personnel Office, with a copy to the Office of Employee Relations.

4. The PFT, by affixing its signature hereto, agrees not to initiate litigation against the District challenging any or all of the provisions set forth in this agreement.

5. If any provision of this article is held invalid and/or not applicable or in violation of the California Education Code, the entire article shall be considered null and void and non-binding on the parties.

6. Duration - this Article shall be effective only until June 1986.

SUBJECT MATTER AREAS COVERED BY THIS ARTICLE

A. Subject matter areas covered by this article are limited to and are listed below. Additions and/or deletions to this list may be made only if negotiated between the PFT and the District. If additions and/or deletions are requested by either party, such negotiations must take place during October and November of the year.

Air Conditioning
Architecture & Engineering Tech
Auto Body & Paint
Auto Mechanics
Aviation Maintenance
Baker
Bricklaying
Carpentry
Carpet/Tile Laying
Cement Mason
Construction Technology
Cosmetology
Diesel Mechanics
Electrical Technician
Electronics
Engineering Technician
Fabric Care/Dry Cleaning
Fashion Arts
Fire Science
Food Preparation and Services
Graphic Arts/Pressroom Techniques & Composition
Iron Working
Lathing
Machine Technology
Machinist
Meat Cutter
Mill Cabinet
Molder and Coremaker
Ornamental Structural Fabricator
Painting & Decorating
Photography
Plastering
Plastics Technology
Sheet Metal
Shoe Rebuilding
Stationary Engineering
Upholstery
Waiter/Waitress Training
Welding Technology
Wood Technology

ARTICLE 27

LEAVES

A. Leave of Absence

The certificated employee may be granted a leave of absence for a period equivalent to two successive semesters or three succesive quarters, exclusive of summer session. Upon return from such authorized leave, of up to one year, the employee shall be reinstated into the position occupied at the time of the granting of such authorized leave. Leaves may be extended upon request for a maximum of two years.

B. Effect of Leaves on Faculty Status

1. Faculty members on paid leave shall be granted credit for regular service for the purpose of advancement on the salary schedule. Except as otherwise provided in this Agreement, faculty members on approved leave without pay shall be granted the opportunity of continuing benefits available to other faculty members on a self-pay basis if allowed by the insurer.

2. Faculty members who avail themselves of unpaid leave in this section may be allowed advancement on the salary schedule. Faculty members requesting advancement under this section shall submit such request to the Vice Chancellor of Educational Services or his/her designee no later than August 15, and advancement if granted, shall occur the following academic year. Denial of such advancement shall not be subject to the grievance procedure.

C. Reinstatement
Upon return to service a unit member shall be reinstated in the position held at the time leave was granted or in a comparable position.

D. Sick Leave

1. Full-Time faculty members shall earn ten (10) days of sick leave for each contract year, to be credited at the first day of the fall semester or quarter of each academic year.

2. Less than full-time faculty members shall earn sick leave computed in the ratio that this assignment bears to a full load.

3. Unused portions of sick leave days shall be cumulative on a year-to-year basis, indefinitely, without limit.

4. Sick leave shall be available to each contract or regular faculty member from the first day the member reports for work in each contract period.

5. The District shall provide each faculty member once a year, upon request, a written statement of the accrued sick leave total and his/her sick leave entitlement for the academic year. Such statement shall be provided no later than October 1st of each academic year.

6. Any employee who is on paid status while on sick leave, or other paid leave, shall continue to earn all employee sick leave benefits to which entitled. An employee who is on leave of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

7. Sick leave credit received by transfer from the previous employer of a new employee shall be accepted pursuant to the provisions and limitations provided in the Education Code.

8. It shall be the responsibility of the employee to notify the Director of Personnel's office, in writing, of the name and address of the District by whom he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

9. Any person utilizing sick leave benefits under provisions of this Article may be required to provide the District with a signed "Certificate of Illness" and, if absent more than five (5) consecutive duty days, may be required to provide the college, upon return, with a statement from a physician verifying the illness or injury, and verifying the employee's fitness to return to duty.

10. After all sick leave is exhausted, when a person employed in a position requiring certification qualifications is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill his/her position during his/her absence or, if no temporary employee was employed, the amount which would have been paid to the temporary employee had he/she been employed.

11. All sick leave rights or accumulations shall be cancelled when an employee terminates employment with the District. Accumulated sick leave may be transferred to a subsequent employing District, within the school year succeeding the school year in which such employment is terminated, upon written request pursuant to the provisions of the Education Code.

12. Except in cases of emergency, the employee shall notify the college designated office prior to scheduled duty time on the workday in order to qualify for payment of accrued sick leave.

E. Bereavement Leave

1. Members shall be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five working days if over 200 miles travel is required) per occurrence on account of death of any member of the member's immediate family.

2. "Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the member or of the member's spouse, and the spouse son, son-in-law, daughter, daughter-in-law, stepchild, brother and sister of the employee or any person living in the immediate household of the member.

3. Any person utilizing bereavement leave under this Article shall notify the designated college office in advance of taking the leave, and may be requested to provide the college, upon request, with a verification of absence.

F. Personal Emergency Leave

A certificated employee shall be entitled to a maximum of seven (7) days leave of absence in any school year, at his/her election, without loss of pay, in case of personal emergency. Such leaves shall be deducted from the employee's accumulated sick leave.

G. Industrial Accident and Illness Leave

1. A certificated employee (except temporary and substitute employees) absent from duty because of illness or injury resulting from an accident or condition incurred on duty which qualifies under industrial accident insurance shall be granted an industrial disability leave for each such accident. The number of days for such allowable leave or leaves shall be for not less than sixty working days in any one academic year.

2. Industrial disability leave shall be granted from first day of disability.

3. Only absences which are supported by a doctor's certificate and have been verified by the District's industrial insurance carrier to be the result of a duty connected injury or illness can be paid under industrial disability leave.

Any absence that cannot be so verified shall be charged against the employee's sick leave or other appropriate leaves.

4. Should the employee's absence due to an industrial injury or illness extend beyond sixty days, the employee shall be permitted to use accrued sick leave until temporary disability payments cease, until he/she returns to duty, or until sick leave accrual has been used up, however, in no case to exceed a total of five school months.

5. During any period an employee is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received from the District's industrial insurance carrier in accordance with Section 87787 of the Education Code. Charges to the employee's sick leave balance shall be as follows:

   a. Industrial disability leave shall be reduced by one day for each day of authorized absence regardless of temporary disability payments paid by the District's industrial insurance carrier.

   b. Sick leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits.

6. Any employee who is absent because of a work incurred illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence.

7. Any employee receiving industrial disability leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the state.

8. When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.

H. Maternity Leave

Maternity leave shall be granted to regular and contract faculty members subject to the provisions of the sick leave article of this Agreement for illness due to pregnancy; false pregnancy; termination of pregnancy; childbirth; or recovery therefrom.

I. Quarantine Leave

Faculty members shall receive salary in full when quarantined by city or county health officials because of another's illness. If the member is not ill no deduction will be made from his/her sick leave.

J. Jury Duty

1. A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

2. When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.

3. Request for jury service leave should be made by presenting, within two (2) working days of receipt and in advance of the absence, the official court summons to jury service to the employee's first level manager.

4. Employees are required to return to work during any day in which jury duty services are not required.

5. The District may require verification of jury duty time prior to providing jury duty compensation.

K. Federation Leave

1. Two Federation representatives shall each have a maximum of five (5) days of release time to be used for:

   a. State and national conferences sponsored by AFT/CFT,

   b. Participation in seminars and institutes sponsored by institutions of higher learning and/or governmental agencies or bodies,

   c. Participation and/or attendance at meetings called by governmental agencies or bodies.

2. Persons eligible will be the President of the PFT and/or his/her designee.

3. The request of the above stipulated Federation leave shall be made at least two weeks prior to the event for which the leave is being requested. The request shall be submitted in writing to the first level manager.

L. Educational Leave, Authorization

1. A faculty member, upon request, may be granted a leave of absence for one year without pay for the purpose of educational improvement. The District, upon request by the faculty member, may extend or renew his/her educational leave for one (1) additional year.

2. Faculty members on approved educational leave without pay shall be covered by the District for medical, dental, life and disability only.

M. Research/Work Experience Leave

1. Any faculty member who is awarded a research grant may be granted, upon written request, a leave of absence without pay for a period not to exceed two semesters or three quarters, however, in no case less than one semester, one quarter, or the period of the grant. Any faculty member may be granted on request a research or work experience leave without pay when such leave is beneficial to the faculty member and the District.

2. Faculty members on approved research/work experience leave without pay shall be covered by the District for medical, dental, life and disability only.

3. The District, upon request of the faculty member, may extend his/her leave for one (1) additional year.

N. Long-term Personal Necessity Leave

1. Any faculty member shall, with eight (8) weeks advance notice, be granted a leave of absence without pay for personal reasons. The leave shall be granted for no less than one semester or quarter, with the provision that such leave shall not extend beyond the end of the academic year in which the leave is granted.

2. Leaves of absence shall not be granted for the purpose of accepting employment elsewhere. Acceptance of employment elsewhere while on leave shall unless otherwise provided for herein, be considered as resignation from the Peralta Community College District.

3. If the need for long-term personal necessity leave is no longer valid, the certificated employee must request reemployment by the District. If reemployment is not offered, the provisions of the immediately preceding paragraph shall be waived for the remainder of the semester/quarter.

4. The District, upon eight (8) weeks advance notice request by the faculty member, may extend or renew his/her long-term personal necessity leave for one additional year.

5. The eight-week (8) advance notice stipulated above shall be waived in the event of documented protracted illness of a family member as defined in this Agreement.

6. Faculty members on approved long-term personal necessity leave without pay shall be covered by the District for medical, dental, life and disability only.

7. Failure of a faculty member to return from authorized leaves shall constitute resignation of the faculty member from employment with the District.

O. Legislative Leave

A faculty member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years.

a. the faculty member on such leave shall notify the District of an intended return at least four (4) weeks in advance.

b. The faculty member on such leave shall be entitled to return to employment at the end of the leave.

P. Military Leave

An employee shall be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code. Request for military leave shall be submitted in writing, accompanied by military leave orders, two weeks prior to the leave starting date, except in the case of state or national emergency.

Q. Exchange Leave

The Board of Trustees may grant exchange leave to faculty members in accordance with the provisions of Education Code Sections 87422, 87423, and 87424.

R. Sabbatical Leave

1. Criteria

Sabbatical leaves may be granted to full-time unit members for the purpose of carrying out an approved program which will benefit the District, the students and the instructor. It is understood that sabbatical leave is not granted as a reward for work already performed, but rather as a means of preparing for improved service in the future.

2. Requirements

All provisions pertaining to sabbatical leaves will conform to statutory requirements.

3. Eligibility

Unit members shall be eligible for one year of sabbatical leave after six years of full-time service to the District. Said unit members shall be eligible thereafter for one year of sabbatical leave upon the completion of each additional six years of full-time service to the District. Paid medical leaves totalling not more than one academic year shall not be considered as a break in service for the purpose of sabbatical leave; and such paid medical leave shall be included as service in computing sabbatical leave eligibility.

4. Application

Applications for sabbatical leave shall be on forms provided by the District and must be filed by November 1 of the year preceding the fiscal year for which the sabbatical is to become effective. A preliminary plan for the sabbatical period shall be submitted to the Sabbatical Leave Committee by the applicant for evaluation. Sabbatical grants shall be recommended to the Chancellor and the Board of Trustees by the Committee.

5. Committee Membership

a. The Sabbatical Leave Evaluation Committee shall be comprised of six members, three of whom shall be selected from the faculty and three of whom shall be selected from the administration by the President of the College.

b. All members shall have equal weight in all respects, and a chairman, whose function is nominal, is selected by the Committee as a whole at the beginning of each academic year.

c. No member shall serve for more than four years.

d. One new member shall be appointed each year. If a vacancy does not occur through normal attrition or through a self-disqualification by a member who intends to apply for a sabbatical, the senior member will resign. If two or more members are of equal seniority, some chance method, such as the drawing of straws, will be used to select the member who will resign.

e. Sabbatical committee recommendations shall not be subject to the grievance procedures.

6. Criteria for Evaluating Proposals

a. Objectives of the proposal.

b. Likelihood the objectives will be achieved.

c. Evidence of pre-planning, acceptance, permits, documents, if possible.

d. How the project will benefit the college/district.

    (1) How many and which people will be affected
    (2) How many disciplines will be affected

e. Correlation of time asked for and the project.

f. Seniority and quality of project will be weighted 50/50.

7. Salary Rate

a. Sabbatical leaves may be arranged for one (1) year with a grant equal to 66 2/3% of the annual year's salary, or for one (1) semester with a grant of 100% or one-half year's salary to be effective for those applicants chose for sabbaticals. (Two quarters will also be paid at 100%)

b. The salary rate for an employee on sabbatical leave shall be reduced by the amount that his/her earnings from outside sources, while on sabbatical leave, exceed the earnings he/she would have earned during the academic year had he/she not been on sabbatical leave.

8. Salary Base

While on sabbatical leave, the salary the unit member would have received if he/she had been in regular service shall be the basis for computing his/her compensation. Salary for sabbatical leave shall be paid in the same manner as that paid during regular service.

9. Credit on Salary Schedule and Benefits

Sabbatical leave shall count for salary increment and for retirement benefits.

10. Service Obligation

Recipients shall contract to serve the District for two (2) years after completion of a sabbatical leave. The grantee shall indemnify the District against loss in event of failure to render two (2) years service after return from sabbatical by furnishing suitable bond, or by executing a contract in form approved by the Board of Trustees binding the employee to return for at least two (2) years.

11. Illness - Injury - Death

In case of injury to, or illness of the unit member during the sabbatical leave which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave shall apply. If death prevents the unit member from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required of his/her estate. Upon return to service and prior to completion of the two obligatory years of service, illness or injury, qualifying unit members for disability retirement shall exempt him/her from further obligations relative to the sabbatical.

12. Sabbatical Report

Unit members returning from sabbatical leave shall be required to submit to the Chancellor in writing, two copies of a report describing in detail the learning activities that took place during the sabbatical leave, and the concomitant benefits accrued to him/her and to the District. College or university course work taken as part of the sabbatical program of activities shall also be described via such a report. Upon agreement of individuals involved, a copy of the report shall be filed in the college library. Where appropriate, an oral presentation is encouraged to faculty, students and community.

S. Retraining Leave

1. Purpose of Retraining Leave

The purpose of a retraining leave is to provide the opportunity of retraining for current contract faculty members currently teaching in an area of low viability for which that faculty member does not have a credential.

The faculty member receiving such a retraining leave will be required to enroll in an accredited four-year college or university or other specific program acceptable to the District, which will qualify the individual for a community college credential to teach in the authorized subject matter area approved by the District.

The faculty member must have been employed by the District as a contract employee for at least four years prior to application for retraining leave.

2. Number of Retraining Leave Guaranteed Per Year

District will guarantee up to 4.0 FTE over a two-year period in retraining leaves for qualified contract faculty in the District.

3. Return to Service

Upon return to service following a retraining leave, the District shall make every effort to assign the faculty member to a teaching position in the new area of certification.

4. Application

Application for retraining leave shall be on forms provided by the District and must be filed by December 1 or by June 1 of the term preceding the academic year for which the leave is to become effective. Evidence of application to an educational or retraining program acceptable to the District must accompany the application for leave.

A certificated employee may apply for retraining leave provided the faculty member has not taken any other paid professional development leave during the three years preceding application for retraining leave.

5. Committee Membership

The Retraining Leave Committee shall be comprised of four (4) members, two (2) of whom shall be selected from the faculty by the PFT and two (2) of whom shall be selected from the administration.

All members shall have equal weight. The chairperson shall be selected by the Committee as a whole at the beginning of the academic year.

Any Committee member applying for a retraining leave shall resign from the Committee. One new faculty and one new administrative member shall be appointed each year. If a vacancy does not occur through normal attrition, the senior member will be replaced.

6. Criteria for Acceptance of Leave Application

   (a) Likelihood that certification will be achieved in no more than four consecutive semesters.

   (b) Evidence that faculty member has been accepted in an education/retraining program acceptable to the District.

   (c) Evidence that faculty member with new certificate can fulfill assignments in teaching areas needing additional staff.

7. Salary Rate

Retraining leave pay will be based on 60% of the approved leave portion of the employee's regular contract. EXAMPLE: If an employee's regular contract is 1.0 and approved retraining leave is .50, computation of pay is as follows: .50 at regular contract rate of pay; .50 at 60% of regular contract rate of pay.

In the case of a faculty member who retrains within a program or agency conducted by a private business enterprise or other non-academic agency acceptable to the District, the District shall pay the difference between his/her Peralta salary and the salary of the non-academic institution not to exceed 60% of the annual year's salary.

Full fringe benefits (health, dental, disability, life) shall be paid for by the District. Retirement contributions and credit shall be based on District approved 60% salary. Pursuant to STRS regulations, faculty members will not be eligible for full-time (1.0) service credits.

While on retraining leave, the certificated faculty member shall not be assigned an extra service assignment.

8. Salary Base

Salary percentage for retraining leave shall be paid in the same manner as that paid during regular service.

9. Credit on Salary Schedule and Benefits

Four-year college or university units only, earned while on retraining leave, shall count toward advancement on the salary schedule upon receipt of the official transcripts from an accredited institution.

October 15 of each year is the final date for submission of official transcripts for payments in the same academic year if applicable.

10. Service Obligation

Recipients shall contract to serve the District for a period equal to twice the length of the leave after completion of a retraining leave. The grantee shall indemnify the District against loss in the event of failure to render such a period of service after return from retraining leave by furnishing suitable bond, or by executing a contract in form approved y the Board of Trustees binding the faculty member to return for at least the above period.

11. Duration

This agreement shall become effective upon signing and remain in full force and effect until June 10, 1985.

12. Procedural violations only of this article shall be subject to the grievance procedure.

ARTICLE 28

REDUCTION TO PART-TIME EMPLOYMENT STATUS
(Reduced Workload Program)

A. Program

1. The Peralta Community College District provides this program in accordance with Section 87483 of the Education Code.

2. Individual agreements will be developed for participation in the program for a period not to exceed five (5) years.

3. The period of such part-time employment shall not exceed five (5) years.

4. The period of such part-time employment shall not extend beyond the end of the school year during which the employee reaches his/her 70th birthday.

5. Over the period of an employee's early retirement agreement, he/she will not be permitted to serve less than a .5 load or less than the equivalent of one-half ($\frac{1}{2}$) the number of days of service required by the employee's assignment during the final year of service in a full-time position. The percent of load and number of days to be served shall be specified in each individual agreement. "Extra Service" assignments will not be allowed for Early Retirees.

6. An individual agreement and program participation can only be revoked through the mututal consent of the employee and the District. Revocation shall be agreed to at least six (6) months prior to a return to full-time assignment.

B. Qualifications

To qualify for this program an employee must have met the following requirements prior to the reduction in service.

1. Ten (10) years of full-time certificated service in California of which the immediately preceding five (5) years were full-time in the Peralta Community College District.

2. During the period immediately preceding a request for a reduction in workload, the employee must have been employed full-time in a position requiring certification for a total of at least five (5) years without a break in service. Sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.

3. The employee shall be fifty-five (55) years of age or over before the beginning of the term in which his reduced employment commences.

C. Application and Approval

1. Qualified, interested employees shall initiate this procedure by formal written request to the Board of Trustees, delivered to the college president.

2. Initial requests shall be received by the college president no later than February 1 for implementation in the following Fall semester or quarter, and no later than June 1 for implementation in the following Spring semester or quarter.

3. Individual agreements will be developed for each approved applicant.

4. The number of applications granted will be determined by the Board of Trustees.

5. A qualified employee denied a reduced service agreement shall be given equal consideration with other applicants upon any subsequent application for reduced services.

D. Salary and Fringe Benefits

1. Compensation for participants shall be a pro-rated percentage of the salary the employee would have been earning had he/she not been approved to participate in this program.

2. The employee shall retain all rights and benefits for which he/she makes payment that would be required if he/she remained in full-time employment.

3. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

E. State Teachers' Retirement System

1. If both employee and the District make contributions to the State Teachers' Retirement System based on the compensation which would have been earned by the employee had he/she continued in full-time employment with the District, the employee will receive the credit he/she would receive if he/she had been employed on a full-time basis.

2. The employee is subject to conformance with regulations established by the State Teachers' Retirement System.

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ARTICLE 29

STUDENT ACCOUNTABILITY MODEL

A. Student Personnel Services Specialists assigned to counseling departments shall assist counselors in providing academic, vocational and student support services.

The position shall not replace certificated credentialed counselors and will not replace the responsibilities of these counselors as delineated in the applicable Education Code sections and Title V.

Student Personnel Services Specialists shall not provide counseling services as may be defined in the Education Code or Title V but may, however, provide information of a technical nature.

B. It is agreed by the parties hereto that the implementation of the Student Accountability Model (SAM) shall not violate any of the provisions of the current Peralta Federation of Teachers/PCCD collective bargaining agreement.

If either party feels that amendments to the collective bargaining agreement are required, either party may request negotiations, the purpose of which would be to amend the current collective bargaining agreement, and such negotiations shall commence within fifteen (15) working days of such request.

A full review by both parties on the Student Accountability Model shall take place in June, 1985. If the parties cannot reach agreement on SAM, the collective bargaining agreement impasse procedure shall be used.

ARTICLE 30

RETIREMENT

A. Definition of "Full Retirement"
"Full Retirement" means withdrawal from active service with a retirement from the State Teachers' Retirement System (STRS). "Full Retirement" does not preclude employment by, with, or in the District.

B. Retirement Incentive Plan
The District provides all regular certificated employees who have reached the age of 55 and have five (5) years service in the District the following Retirement Incentive Program.

1. All certificated employees from age 55 to 65 who retire from regular contract service be guaranteed a maximum part-time service contract as allowed by STRS, or less if the employee desires, for each school year through age 69.

    a. After June 30, 1985, the program may be offered at the discretion of the District only.

2. All certificated employees retiring between age 55 to 65 be guaranteed the medical benefit program or its equivalent at the time of retirement, as maintained by the District for its certificated employees until the age at which the retiree will be eligible for the Federal medical aid program. At that time, the District will provide a standard wrap-around policy equivalent

in coverage to that presently provided other retirees. This includes coverage for spouse and eligible dependents.

3. Upon death of retiree, survivng spouse shall have the option of buying into the District medical benefit program by the timely payments of premiums as stipulated by the District or by STRS deductions if applicable.

4. The above option shall also be applicable to dependent children to age 21 [or 23 if a full-time student (12 or more units)].

5. All certificated employees from age 55 to 65 who retire from regular contract service shall be maintained through age 65 on the District group life insurance policy now provided for employees through age 65.

6. The part-time salary for participants in this program shall be based on 100% of the placement of the participants on the salary schedule at the time of retirement.

C. Retirement Projects

1. The District and the faculty member shall establish a payment schedule for the project in advance of the start of the project.

2. The District shall not assign a faculty member to a project outside the county in which the faculty member worked during his/her years of service except by mutual agreement.

D. Retirement Plans - State Teachers' Retirement System

1. General Information

   a. Eligibility for retirement and retirement allowances are determined by the State Teachers' Retirement System (STRS).

   b. Information requested by STRS in determination of retirement benefits that is not provided may result in a delay in benefits being paid. All certificated employees have the right to review their file maintained by STRS upon request and submission of proper identification.

   c. Application for Retirement packets may be obtained from the Office of Personnel Operations at 333 East 8th Street, Oakland, California 94606.

   d. It is the employee's responsibility to obtain, prepare, and mail the application forms to STRS in Sacramento.

   e. Notification in writing of any name change or change of address should be made directly to the State Teachers' Retirement System, Post Office Box 15275-C, Sacramento, California 95851.

   f. Correspondence to STRS should include your full name, address, social security number, and telephone number with area code.

2. Regular Service Retirement Plans

   Certificated employees may retire from regular contract service at the age of 55 or older with at least 5 years of credited service.

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3. Under Age 55 With 30 Years of Service Plan

Certificated employees may retire from regular contract service if they are age 50 but under the age of 55 with 30 years or more of credited service verified by the State Teachers' Retirement System. Any certificated employee who applies for retirement under this plan and who qualifies by STRS rules will receive District approval.

4. Early Retirement Limited Term Reduction Program Plan

Certificated employees may retire from regular contract service at the age of 55 but under age 60 with at least 5 years of credited service.

5. Fringe Benefits

a. All certificated employees retiring between age 55 to 65 with 5 years of full-time employment in the District will be guaranteed the medical benefit program or its equivalent at the time of retirement as maintained by the District for its certificated employees until age 65 at which the retiree will be eligible for the Federal medical aid program. At that time, the District will provide a standard wrap-around policy equivalent in coverage to that presently provided other retirees. This includes coverage for spouse and eligible dependents. Upon the death of the retiree, surviving spouse shall have the option to buy into the District medical benefit program y timely payment of premiums as stipulated by the District or by STRS deductions, if applicable.

The above option shall be available to dependent children to age 21 (or age 23, if a full-time student).

b. All certificated employees from age 55 to 65 who retire from regular contract service shall be maintained through age 65 on the District group life insurance policy now provided for employees through age 65.

6. Temporary Part-Time Employment After Retirement and Salary

a. All certificated employees from age 55 to 65 who retire from regular contract service be guaranteed the maximum part-time service contract as allowed by STRS, or less if the employee desires, for each school year through age 69.

(1) After June 30, 1985, this program may be offered at the discretion of the District only.

b. The salary rate shall be based on 100% of the placement of the participant on the salary schedule at the time of retirement.

ARTICLE 31

ACCELERATED INSTRUCTIONAL PROGRAM

A. During the term of this Agreement, and succeeding agreements, the number of certificated staff covered by this Agreement serving in the Accelerated Instructional Program shall not exceed 3% of the budgeted District FTE, plus an additional 1.5% for the purpose of entry level job training programs.

B. All provisions of this Agreement shall apply to certificated employees of the Accelerated Instructional Program (AIP) except as specified below:

1. AIP Assignment

   a. Certificated employees duties while assigned to the AIP shall include but not be limited to:

      (1) 32 hours per week classroom contact,

      (2) two hours per week preparation time, and

      (3) one hour per week to be determined as office hours.

2. AIP Academic Calendar

   The certificated employees of AIP shall maintain a contract year of 216 days per fiscal year (July 1 - June 30). The above instructors shall teach on the same academic calendar as other contract faculty during the regular academic year. Normally, the additional 40 days of instruction shall begin the day after the end of the academic year and end 40 days later.

3. AIP Salary

   a. Certificated employees of the AIP shall be placed on the Certificated Salary Schedule pursuant to procedures (education and experience) outlined in the salary schedule.

   b. AIP certificated employees shall be paid an additional 2.25% of their annual salary placement for each week worked in excess of the contracted days for full-time faculty members.

COMPENSATION FORMULA EXAMPLE

Annual Salary x 2.25% = Total ÷ 5 = Daily Rate

Daily Rate x Number of work days in excess of 176 = Total amount to be paid in addition to Base Salary.

ARTICLE 32

TERM OF AGREEMENT

The PFT and the District mutually agree this Agreement will cover the period July 1, 1984 through June 30, 1987.

APPENDIX

CERTIFICATED SALARY SCHEDULE

1984-85

PERALTA COMMUNITY COLLEGE DISTRICT

CERTIFICATED
SALARY SCHEDULE ACADEMIC YEAR 1984-85
-Annual-

September, 1984

	A	B	C	D	E
1	16,745	18,032	19,316	20,625	21,913
2	17,762	19,050	20,361	21,644	22,933
3	18,806	20,091	21,379	22,640	23,941
4	19,826	21,115	22,399	23,725	24,956
5	20,846	22,132	23,444	24,695	25,944
6	21,889	23,178	24,435	25,684	26,934
7	22,909	24,174	25,425	26,675	27,950
8	23,915	25,167	26,438	27,689	28,941
9	24,931	26,177	27,428	28,683	29,926
10	25,918	27,170	28,420	29,673	30,945
11			29,415	30,688	31,938
12			29,511	31,678	32,927
13			29,607	31,774	33,024
14				31,870	33,120
15				31,966	33,216
16				32,062	33,312
17					33,408
18					33,504

In addition, longevity increments to be effective after the completion of the required years of service indicated on page 21.

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "B"

HOURLY RATE CALCULATED ON THE BASIS OF THE PRO-RATA SALARY SCHEDULE 1984-85 AT 75% RATE

		-A-	-B-	-C-	-D-	-E-
1).	1.0	23.92	25.77	27.59	29.46	31.31
	.80	19.14	20.61	22.07	23.58	25.03
	.75	17.94	19.32	20.69	22.10	23.47
	.68	16.26	17.52	18.76	20.03	21.29
	.50	11.97	12.88	13.79	14.73	15.65
2).	1.0	25.38	27.22	29.10	30.92	32.75
	.80	20.31	21.77	23.26	24.74	26.19
	.75	19.05	20.41	21.82	23.19	24.56
	.68	17.26	18.50	19.78	21.02	22.28
	.50	12.70	13.62	14.55	15.46	16.39
3).	1.0	26.88	28,70	30.54	32.35	34.21
	.80	21.50	22.98	24.43	25.87	27.37
	.75	20.15	21.53	22.91	24.26	25.64
	.68	18.26	19.52	20.77	21.99	23.25
	.50	13.43	14.35	15.27	16.18	17.10
4).	1.0	28.32	30.18	32.01	33.82	35.64
	.80	22.66	24.14	25.60	27.06	28.54
	.75	21.24	22.62	24.01	25.37	26.73
	.68	19.26	20.52	21.75	23.00	24.24
	.50	14.17	15.10	16.00	16.92	17.83

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

HOURLY PRO-RATA SALARY SCHEDULE 1984-85 AT 60% RATE

		-A-	-B-	-C-	-D-	-E-
1).	1.0	19.14	20.62	22.08	23.58	25.03
	.80	15.32	16.49	17.66	18.85	20.03
	.75	14.35	15.45	16.55	17.69	18.78
	.68	13.02	14.01	15.01	16.02	17.04
	.50	9.57	10.31	11.05	11.78	12.52
2).	1.0	20.31	21.77	23.26	24.74	26.20
	.80	16.24	17.42	18.62	19.78	20.97
	.75	15.23	16.33	17.46	18.56	19.67
	.68	13.80	14.80	15.83	16.82	17.82
	.50	10.15	10.88	11.65	12.37	13.10
3).	1.0	21.50	22.97	24.43	25.87	27.37
	.80	17.20	18.38	19.55	20.69	21.90
	.75	16.13	17.22	18.34	19.41	20.53
	.68	14.62	15.61	16.61	17.59	18.62
	.50	10.75	11.48	12.21	12.94	13.68
4).	1.0	22.66	24.13	25.60	27.07	28.54
	.80	18.13	19.30	20.47	21.65	22.81
	.75	17.00	18.09	19.21	20.31	21.40
	.68	15.40	16.42	17.42	18.41	19.39
	.50	11.34	12.07	12.80	13.53	14.27

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY AT SCHEDULE
QUARTER EQUATED HOURS AT 60% RATE
1984-85

	-A-	-B-	-C-	-D-	-E-
1).	223.00	240.00	258.00	276.00	291.00
2).	236.00	255.00	273.00	288.00	306.00
3).	251.00	267.00	285.00	300.00	320.00
4).	265.00	281.00	298.00	317.00	332.00

SCHEDULE "B"

PRO-RATA CERTIFICATED SALARY SCHEDULE
QUARTER EQUATED HOURS AT 75% RATE
1984-85

	-A-	-B-	-C-	-D-	-E-
1).	279.00	300.00	322.00	344.00	366.00
2).	296.00	318.00	340.00	361.00	383.00
3).	315.00	335.00	355.00	378.00	399.00
4).	330.00	351.00	374.00	394.00	416.00

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY SCHEDULE
SEMESTER EQUATED HOURS AT 60% RATE
1984-85

	-A-	-B-	-C-	-D-	-E-
1).	335.00	361.00	386.00	412.00	439.00
2).	354.00	382.00	407.00	434.00	458.00
3).	376.00	402.00	428.00	452.00	480.00
4).	396.00	421.00	448.00	474.00	500.00

SCHEDULE "B"

PRO-RATA CERTIFICATED SALARY SCHEDULE
SEMESTER EQUATED HOURS AT 75% RATE
1984-85

	-A-	-B-	-C-	-D-	-E-
1).	418.00	451.00	483.00	515.00	548.00
2).	445.00	476.00	508.00	542.00	572.00
3).	471.00	502.00	535.00	566.00	600.00
4).	496.00	528.00	560.00	593.00	624.00

PERALTA COMMUNITY COLLEGE DISTRICT

CERTIFICATED
SALARY SCHEDULE ACADEMIC YEAR 1985-86
-Annual-

September, 1985

	A	B	C	D	E
1	17,750	19,113	20,475	21,863	23,228
2	18,828	20,193	21,583	22,943	24,309
3	19,934	21,297	22,662	23,998	25,377
4	21,016	22,382	23,743	25,148	26.453
5	22,097	23,460	24,851	26,177	27,500
6	23,202	24,568	25,901	27,226	28,550
7	24,284	25,624	26,951	28,275	29,627
8	25,350	26,677	28,024	29,350	30,677
9	26,427	27,748	29,074	30,404	31,722
10	27,473	28,800	30,125	31,453	32,802
11			31,180	32,529	33,855
12			31,282	33,579	34,903
13			31,383	33,681	35,005
14				33,783	35,107
15				33,884	35,209
16				33,986	35,311
17					35,412
18					35,514

In addition, longevity increments to be effective after the completion of the required years of service indicated on page 21.

PERALTA COMMUNITY COLLEGE DISTRICT

"SCHEDULE A"

HOURLY PRO-RATA SALARY SCHEDULE 1985-86 AT 60% RATE

		-A-	-B-	-C-	-D-	-E-
1).	1.00	20.29	21.84	23.40	24.99	26.55
	.80	16.23	17.47	18.72	19.99	21.24
	.75	15.21	16.38	17.55	18.74	19.91
	.68	13.79	14.85	15.91	16.99	18.05
	.50	10.14	10.92	11.70	12.49	13.27
2)	1.00	21.52	23.08	24.67	26.22	27.78
	.80	17.21	18.46	19.73	20.98	22.23
	.75	16.14	17.31	18.50	19.67	20.84
	.68	14.63	15.69	16.77	17.83	18.89
	.50	10.76	11.54	12.33	13.11	13.89
3)	1.00	22.78	24.34	25.90	27.43	29.00
	.80	18.23	19.47	20.72	21.94	23.20
	.75	17.09	18.25	19.42	20.57	21.75
	.68	15.49	16.55	17.61	18.65	19.72
	.50	11.39	12.17	12.95	13.71	14.50
4)	1.00	24.02	25.58	27.13	28.74	30.23
	.80	19.21	20.46	21.71	22.99	24.19
	.75	18.01	19.18	20.35	21.56	22.67
	.68	16.33	17.39	18.45	19.54	20.56
	.50	12.01	12.79	13.57	14.37	15.12

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "B"

HOURLY RATE CALCULATED ON THE BASIS OF THE PRO-RATA SALARY SCHEDULE 1985-86 AT 75% RATE

		-A-	-B-	-C-	-D-	-E-
1).	1.00	25.36	27.30	29.25	31.23	33.18
	.80	20.29	21.84	23.40	24.99	26.55
	.75	19.02	20.48	21.94	23.42	24.89
	.68	17.24	18.57	19.89	21.24	22.56
	.50	12.68	13.65	14.63	15.62	16.59
2).	1.00	26.90	28.85	30.83	32.78	34.73
	.80	21.52	23.08	24.67	26.22	27.78
	.75	20.17	21.64	23.12	24.58	26.05
	.68	18.29	19.62	20.97	22.29	23.61
	.50	13.45	14.42	15.42	16.39	17.36
3).	1.00	28.48	30.42	32.37	34.28	36.25
	.80	22.78	24.34	25.90	27.43	29.00
	.75	21.36	22.82	24.28	25.71	27.19
	.68	19.36	20.69	22.01	23.31	24.65
	.50	14.24	15.21	16.19	17.14	18.13
4).	1.00	30.02	31.97	33.92	35.93	37.79
	.80	24.02	25.58	27.13	28.74	30.23
	.75	22.52	23.98	25.44	26.94	28.34
	.68	20.42	21.74	23.06	24.43	25.70
	.50	15.01	15.99	16.96	17.96	18.90

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY AT SCHEDULE QUARTER EQUATED HOURS AT 60% RATE

1985-86

	-A-	-B-	-C-	-D-	-E-
1).	236.00	254.00	273.00	293.00	308.00
2).	250.00	270.00	289.00	305.00	324.00
3).	266.00	283.00	302.00	318.00	339.00
4).	281.00	298.00	316.00	336.00	352.00

SCHEDULE"B"

PRO-RATA CERTIFICATED SALARY SCHEDULE QUARTER EQUATED HOURS AT 75% RATE

1985-86

	-A-	-B-	-C-	-D-	-E-
1).	296.00	318.00	341.00	365.00	388.00
2).	314.00	337.00	360.00	383.00	406.00
3).	334.00	355.00	376.00	401.00	423.00
4).	350.00	372.00	396.00	418.00	441.00

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY SCHEDULE
SEMESTER EQUATED HOURS AT 60% RATE
1985-86

	-A-	-B-	-C-	-D-	-E-
1).	355.00	383.00	409.00	437.00	465.00
2).	375.00	405.00	431.00	460.00	485.00
3).	399.00	426.00	454.00	479.00	509.00
4).	420.00	446.00	475.00	502.00	530.00

SCHEDULE "B"

PRO-RATA CERTIFICATED SALARY SCHEDULE
SEMESTER EQUATED HOURS AT 75% RATE
1985-86

	-A-	-B-	-C-	-D-	-E-
1).	443.00	478.00	512.00	546.00	581.00
2).	472.00	505.00	538.00	575.00	606.00
3).	499.00	532.00	567.00	600.00	636.00
4).	526.00	560.00	594.00	629.00	661.00

PERALTA COMMUNITY COLLEGE DISTRICT

CERTIFICATED
SALARY SCHEDULE ACADEMIC YEAR 1986-87
-Annual-

September, 1986

	A	B	C	D	E
1	18,992	20,451	21,908	23,393	24,853
2	20,146	21,606	23,093	24,549	26,010
3	21,330	22,788	24,248	25,678	27,153
4	22,487	23,948	25,405	26,909	28,305
5	23,644	25,102	26,590	28,009	29,425
6	24,827	26,288	27,714	29,131	30,548
7	25,984	27,418	28,837	30,254	31,701
8	27,124	28,545	29,986	31,404	32,825
9	28,276	29,690	31,109	32,532	33,942
10	29,396	30,816	32,233	33,655	35,098
11			33,362	34,806	36,224
12			33,471	35,929	37,346
13			33,580	36,038	37,455
14				36,147	37,564
15				36,256	37,673
16				36,365	37,782
17					37,891
18					38,000

In addition, longevity increments to be effective after the completion of the required years of service indicated on page 21.

PERALTA COMMUNITY COLLEGE DISTRICT

"SCHEDULE A"

HOURLY PRO-RATA SALARY SCHEDULE 1986-1987 AT 60% RATE

		-A-	-B-	-C-	-D-	-E-
1).	1.00	21.71	23.37	25.04	26.73	28.40
	.80	17.36	18.70	20.03	21.39	22.72
	.75	16.28	17.53	18.78	20.05	21.30
	.68	14.76	15.89	17.03	18.18	19.31
	.50	10.85	11.69	12.52	13.37	14.20
2).	1.00	23.02	24.69	26.39	28.06	29.73
	.80	18.42	19.75	21.11	22.44	23.78
	.75	17.27	18.52	19.79	21.04	22.29
	.68	15.66	16.79	17.95	19.08	20.21
	.50	11.51	12.35	13.20	14.03	14.86
3).	1.00	24.38	26.04	27.71	29.35	31.03
	.80	19.50	20.83	22.17	23.48	24.83
	.75	18.28	19.53	20.78	22.01	23.27
	.68	16.58	17.71	18.84	19.96	21.10
	.50	12.19	13.02	13.86	14.67	15.52
4).	1.00	25.70	27.37	29.03	30.75	32.35
	.80	20.56	21.90	23.23	24.60	25.88
	.75	19.27	20.53	21.78	23.06	24.26
	.68	17.48	18.61	19.74	20.91	22.00
	.50	12.85	13.68	14.52	15.38	16.17

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "B"

HOURLY RATE CALCULATED ON THE BASIS OF THE PRO-RATA SALARY SCHEDULE 1986-1987 AT 75% RATE

		-A-	-B-	-C-	-D-	-E-
1).	1.00	27.13	29.22	31.30	33.42	35.50
	.80	21.71	23.37	25.04	26.73	28.40
	.75	20.35	21.91	23.47	25.06	16.63
	.68	18.45	19.87	21.28	22.72	24.14
	.50	13.57	14.61	15.65	16.71	17.75
2).	1.00	28.78	30.87	32.99	35.07	37.16
	.80	23.02	24.69	26.39	28.06	29.73
	.75	21.59	23.15	24.74	26.30	27.87
	.68	19.57	20.99	22.43	23.85	25.27
	.50	14.39	15.43	16.50	17.54	18.58
3).	1.00	30.47	32.55	34.64	36.68	38.79
	.80	24.38	26.04	27.71	29.35	31.03
	.75	22.85	24.42	25.98	27.51	29.09
	.68	20.72	22.14	23.56	24.94	26.38
	.50	15.24	16.28	17.32	18.34	19.40
4).	1.00	32.12	34.21	36.29	38.44	40.44
	.80	25.70	27.37	29.03	30.75	32.35
	.75	24.09	25.66	27.22	28.83	30.33
	.68	21.84	23.26	24.68	26.14	27.50
	.50	16.06	17.11	18.15	19.22	20.22

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY SCHEDULE
QUARTER EQUATED HOURS AT 60% RATE
1986-87

	-A-	-B-	-C-	-D-	-E-
1).	253.00	272.00	292.00	314.00	330.00
2).	268.00	289.00	309.00	326.00	347.00
3).	285.00	303.00	323.00	340.00	363.00
4).	301.00	319.00	338.00	360.00	377.00

SCHEDULE "B"

PRO-RATA CERTIFICATED SALARY SCHEDULE
QUARTER EQUATED HOURS AT 75% RATE
1986-87

	-A-	-B-	-C-	-D-	-E-
1).	317.00	340.00	365.00	391.00	415.00
2).	336.00	361.00	385.00	410.00	434.00
3).	357.00	380.00	402.00	429.00	453.00
4).	375.00	398.00	424.00	447.00	472.00

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY SCHEDULE SEMESTER EQUATED HOURS AT 60% RATE 1986-87

	-A-	-B-	-C-	-D-	-E-
1).	380.00	410.00	438.00	468.00	498.00
2).	401.00	433.00	461.00	492.00	519.00
3).	427.00	456.00	486.00	513.00	545.00
4).	449.00	477.00	508.00	537.00	567.00

SCHEDULE "B"

PRO-RATA CERTIFICATED SALARY SCHEDULE SEMESTER EQUATED HOURS AT 75% RATE 1986-87

	-A-	-B-	-C-	-D-	-E-
1).	474.00	511.00	548.00	584.00	622.00
2).	505.00	540.00	576.00	615.00	648.00
3).	534.00	569.00	607.00	642.00	681.00
4).	563.00	599.00	636.00	673.00	707.00

PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE OF ATHLETIC STIPENDS

1984-85, 1985-86, 1986-87

Position Classification	Stipend Amount
Head Coach	$1,000
Assistant Coach	$ 800

Stipends are paid per coaching assignment, per sport season for all sports.

CERTIFICATED SALARY SCHEDULE

COLUMN PLACEMENT PROCEDURE

COLUMN A

Condition 1: Possession of a Master's degree from an approved college or university, OR

Condition 2: Possession of a Bachelor's degree from an approved college or university plus 45 units, OR

Condition 3: Possession of an occupational or vocational credential obtained on the basis of six years of occupational experience, and high school graduation, or any credential with an occupational or vocational subject matter, OR

Condition 4: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with a Bachelor's degree from an approved college or university.

COLUMN B

Condition 1: Possession of a Master's degree from an approved college or university with 45 units completed after the Bachelor's degree, OR

Condition 2: Possession of a Bachelor's degree from an approved college or university plus 60 units, OR

Condition 3: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter plus 30 units, OR

Condition 4: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with a Bachelor's degree from an approved college or university plus 15 units.

COLUMN C

Condition 1: Possession of a Master's degree from an approved college or university with 60 units completed after the Bachelor's degree, OR

Condition 2: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter plus an Associate degree, OR

Condition 3: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter plus 75 units, OR

Condition 4: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with a Master's degree from an approved college or university.

COLUMN PLACEMENT PROCEDURE - Cont'd

COLUMN D

Condition 1: Possession of a Master's degree from an approved college or university with at least 75 units completed after the Bachelor's degree, OR

Condition 2: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with an Associate degree plus 30 units, OR

Condition 3: Possession of an occupational or vocational credential or any credential with an occupational or vocational subject matter with a Master's degree plus 45 units completed after the Bachelor's degree.

COLUMN E

Condition 1: Possession of an earned Doctorate degree from an approved college or university, OR

Condition 2: Possession of a Master's degree from an approved college or university with 90 units completed after the Bachelor's degree, OR

Condition 3: Possession of an occupational or vocational credential, or any other credential with an occupational or vocational subject matter obtained on the basis of a Bachelor's degree and two years of occupational experience, OR

Condition 4: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with a Master's degree plus 60 units completed after the Bachelor's degree.

NOTE: "Units" as used in this procedure refers to SEMESTER UNITS. To determine semester units from quarter units, multiply the number of quarter units by two-third.

CERTIFICATED SALARY SCHEDULE

Contract and Regular Faculty

STEP PLACEMENT PROCEDURE

Step placement shall be as follows:

Step 1 - No experience
Step 2 - 1 year experience
Step 3 - 2 years experience
Step 4 - 3 years experience
Step 5 - 4 years experience
Step 6 - 5 years experience
Step 7 - 6 years experience
Step 8 - 7 years experience
Step 9 - 8 years experience
Step 10 - 9 years experience
Step 11 - 10 years experience
Step 12 - 11 years experience
Step 13 - 12 years experience
Step 14 and beyond - See Page 20

I. Teaching

Prior full-time teaching may be credited on a year-for-year basis up to a maximum of seven years. (Full-time teaching or supervision for at least 16 weeks and less than 30 weeks in any one school year is counted as one-half year; 30 weeks in any one school year is counted as one-half year; 30 weeks in any one school year is counted as one-half year; 30 weeks or more is counted as one year of experience). Part-time teaching experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping part-time experience may be totaled only to a maximum of one month for one month.

II. Practical Experience

Credit for full-time non-teaching experience may be allowed when it has been recognized as related to the teaching assignment. Part-time experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping experience may be totaled only to a maximum of one month for one month.

III. Total Credit

Total credit allowed for experience shall not result in initial salary placement beyond Step 8 of the salary schedule. No exceptions will be made to initial placement beyond the eighth step unless recommended and approved by the president of the college, the Vice Chancellor, Educational Services, the Chancellor, and the Board of Trustees.

IV. Verification

Prior teaching experience and related practical experience for initial placement is allowed if verified before the end of the 90-day calendar period, which begins with the first day of the teaching assignment. College and university OFFICIAL transcripts bearing the impressed seal of the institution; or the original signature of the registrar, transcript clerk, or recorder shall also be furnished within this 90-day calendar period. When verification is impossible to obtain within the 90-day period through no fault of the instructor, a written request for extension of time may be filed with the Vice Chancellor.

Contract and Regular Faculty

ADVANCEMENT ON THE SALARY SCHEDULE

Column Advancement

I. October 15 is the final date for filing official transcripts from an accredited institution bearing the impressed seal of the institution; or the original signature of the registrar, transcript clerk, or recorder which would result in upgrading. After having worked under a particular credential upon reassignment, an instructor will not be paid a lower rate or held at a designated step on the schedule other than that which he would normally hold.

II. Although it is the policy of the District to employ only those instructors who meet, as a minimum, the requirements of Column A, instructors who may be employed under exceptional circumstances who do not meet such requirements may not move to Column B until all requirements for that column are satisfied.

Step Advancement

Peralta Community College District instructors shall advance one step in the schedule after original placement, for each college year of employment in which they teach at least 75 percent of the days which schools are in session each year. An instructor teaching half-time or more will be incremented on the regular salary schedule, provided that in the previous year's service he has performed 75 percent of the days called for in his part-time assignment. In the event that a temporary part-time instructor assumes a probationary contract position with the college, he will be credited on the salary schedule for the total of his past experience with the District, pro-rated for part-time experience.

Advancement Beyond Step 12

For the academic year 1984-85, only, Peralta Community College District instructors shall be placed beyond Step 12 of Columns C, D and E based on their prior years of service as certificated employees of the District. Instructors with 13 years of prior service with the District shall be placed at Step 14; 14 years of prior service at Step 15, etc; so that the Step placement shall not be less than the years of prior service plus one, up to the top of the appropriate Column. All instructors shall be advanced at least one step for the academic year 1984-85. After academic year 1984-85, all instructors shall advance one step as outlined in Step Advancement above.

Vocational Course Credit

Non-academic salary advancement may be granted to vocational faculty for training courses sponsored by recognized business and industrial firms or professional organizations subject to the following provisions.

1. Approval may be granted by the Vocational Training Committee, consisting of the College President, Director of Personnel, Director of Employee Relations, Affirmative Action Officer and a PFT designated vocational faculty member.

2. A course description or outline of the Vocational Training Program must be submitted to the above committee along with the request for approval.

3. The content of the Vocational Training Program must directly relate to the faculty member's credentialled area.

4. A written statement must be issued by the Vocational Training Committee to the faculty member in response to each request for approval, indicating number of units granted or reason for denial.

5. This article shall not be subject to the grievance procedure.

Upon completion of the above requirements and documentation of completion of the vocational training course, movement on the salary schedule shall be granted according to the following formula: 32 hours of training is equivalent to one semester unit.

LONGEVITY INCREMENTS

A. Eligibility

1. Certificated personnel employed in the Peralta Community College District/Oakland Unified School District for the required number of years (including approved leaves of absence) and who started with the Peralta District at its commencement in 1964, are eligible for the longevity increment. Oakland Unified service is not restricted to any particular units of that district; and/or

2. Certificated employees who have been employed by the Peralta District for the required number of years will be paid the applicable increment.

B. Longevity Increment Amounts

Amount	Years of Service
$ 500.00	1st day of academic year following completion of 18 years of service
$1,250.00	1st day of academic year following completion of 21 years of service
$2,000.00	1st day of academic year following completion of 24 years of service

CERTIFICATED SALARY SCHEDULE

Contract and Regular Faculty

METHOD OF PAYMENT

All annual salaries are paid in twelve installments with the first installment for the college year being payable on September 30. Anyone employed after that date will have an adjustment in the following July and August pay warrants.

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EMPLOYEE CERTIFICATION

The responsibility for certification lies with the individual instructor and all instructors must have valid credentials in force as specified in the Education Code, and on file with the Alameda County Superintendent of Schools. No salary can be paid to anyone who is not so qualified.

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TEMPORARY SUBSTITUTES

Hourly and Daily temporary (substitute) assignments will be compensated on the basis of the pro-rata salary system. If a daily substitute remains in a specific assignment for more than twenty (20) days, he/she will be reimbursed according to his/her education and experience, on the Certificated Salary Schedule, retroactive to the first day of that specific assignment.

CERTIFICATED EMPLOYMENT SALARY INFORMATION

TEMPORARY (PART-TIME) EMPLOYEES
AND
EXTRA SERVICE ASSIGNMENTS

Certificated temporary (part-time) and extra service assignments shall be compensated on the basis of the pro-rata salary system.

Pro-rata compensation for temporary (part-time) and extra service assignments for certificated personnel is based on the individual's placement on the annual certificated salary schedule in columns A through E, but not to exceed step 4, adjusted by the appropriate pro-rata rate.

PRO-RATA RATES

1. A 60% pro-rata rate is used to determine compensation for persons holding regular, full-time employment at Peralta or outside the District.
2. A 75% pro-rata rate is used for all other persons working temporary assignments.

Compensation for a temporary (part-time) or extra service assignment is based on the ratio that the computed hours bear to a full-time load.

COLUMN PLACEMENT

An instructor, counselor, librarian, nurse, or other certificated person employed on a temporary (part-time) basis or on an extra service assignment shall be placed in one of the five columns according to the individual's qualifications based on one of the conditions indicated in the procedure for Column Placement or the applicable "hold harmless"* clause of $13.66 per hour.

INITIAL STEP PLACEMENT

A certificated person employed on a temporary (part-time) basis or on an extra service assignment shall be assigned to Step 1, 2, 3, or 4 on the basis of prior experience as follows:

Step 1 - No experience
Step 2 - 1 year experience
Step 3 - 2 years experience
Step 4 - 3 years or more experience

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*Hold Harmless: Individuals will be paid at the current pro-rata rates; however, the hold harmless concept will prevail.

APPENDIX

FEDERATION DUES DEDUCTION AUTHORIZATION FORM

I. Teaching - Prior full-time teaching may be credited on a year-for-year basis up to a maximum of seven years. (Full-time teaching or supervision for at least 16 weeks and less than 30 weeks in any one school year is counted as one-half year; 30 weeks in any one school year is counted as one-half year; 30 weeks or more is counted as one year of experience). Part-time teaching experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping part-time experience may be totaled only to a maximum of one month for one month.

II. Practical Experience - Credit for full-time non-teaching experience may be allowed when it has been recognized as related to the teaching assignment. Part-time experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping experience may be totaled only to a maximum of one month for one month.

III. Total Credit - Total credit allowed for experience shall not result in initial salary placement beyond Step 4 of the salary schedule.

IV. Verification - Prior teaching experience, and related practical experience for initial placement is allowed if verified before the end of the 90 day calendar period which begins with the first day of the teaching assignment. College and university OFFICIAL transcripts bearing the impressed seal of the institution; or the original signature of the registrar, transcript clerk, or recorder shall also be furnished within this 90 day calendar period. When verification is impossible to obtain within the 90 day calendar period through no fault of the instructor, a written request for extension of time may be filed with the Vice Chancellor, Educational Services.

PERALTA FEDERATION OF TEACHERS, AFT Local 1603, AFL-CIO
AUTHORIZATION FOR DEDUCTIONS

Name ______________________ College/Dept. ______________________

Address ______________________ Social Sec. # ______________________

City __________ Zip __________ [ ] CONTRACT: Column & Step __________

[ ] ACCELERATED: Step # __________

Phone ( ) ______________________ [ ] HOURLY PART-TIME Equated hrs/week _____

To: PERALTA COMMUNITY COLLEGE DISTRICT, Payroll Deductions:

1. You are hereby authorized to deduct the amount of .0076 of any gross salary due each month of employment, or $4/month (3 equated hours or less), or $6/month (more than 3 equated hours) and pay the same to the **PERALTA FEDERATION OF TEACHERS, AFT Local 1603, AFL-CIO.**

2. It is understood that this authorization be continued automatically each month of employment until revoked by me in writing.

Signature Date

(New member: Return this form to your PFT representative of to the PFT office: 1419 Broadway, Suite 300, Oakland, 94612. Phone: 763-8820)

APPENDIX

FACULTY EVALUATION FORMS

PERALTA FEDERATION OF TEACHERS POLITICAL ACTION COMMITTEE
AUTHORIZATION FOR DEDUCTIONS

Name ------------------------ College/Dept. --------------
Address ------------------------ Social Sec. # --------------
City ------------ Zip ---------- Phone (   ) --------------

To: PERALTA COMMUNITY COLLEGE DISTRICT, Payroll Deductions:

You are hereby authorized to deduct the amount of:

☐ $10 ☐ $8 ☐ $6 ☐ $4 ☐ $ ----

of my gross salary due each month of employment and pay the same to the PERALTA FEDERATION OF TEACHERS POLITICAL ACTION COMMITTEE. It is understood that this authorization be continued automatically each month of employment until revoked by me in writing.

Signature Date

PFT-PAC 1419 Broadway, Suite 300, Oakland, CA 94612 763-8820

PERALTA COMMUNITY COLLEGE DISTRICT

SELF EVALUATION FORM

for

INSTRUCTOR

Alameda ___
Feather River ___
Laney ___
Merritt ___
Vista ___

Name________________________ Date________________________

Discipline____________________ Division______________________

1) Instructional Responsibilities

1. For each of the courses taught during the year, list the following:

    a. course name
    b. course objectives
    c. an explanation of how these objectives have been met

2. List other pertinent activities outside the classroom that are valuable in meeting the objectives of your courses and the responsibilities of your position such as classroom preparation, advising students, field trips, setting up laboratory exercises, etc. whichever are applicable.

II) Professional Development

1. List the activities you carried out to stay abreast of your field (such as studying new texts and current journals, consultation with colleagues, active membership in professional organizations, continued education and attendance at conferences or workshops, etc.).

2. List any other activities that are contributive to your professional development.

III) Teaching Evaluation

1. Discuss your teaching abilities as carried out during the year in the following areas.
(1) Needs improvement (2) Meets standard (3) Exceeds standard

i.	Knowledge of subject material.	1	2	3
ii.	Presentation and communication of subject material.	1	2	3
iii.	Rapport with students.	1	2	3
iv.	Effectiveness during laboratory hours (where applicable).	1	2	3

Comments: ______________________________

2. Specific goals for improvement

Date ______________ Signature ______________

Pers Rels
(11-80)

PERALTA COMMUNITY COLLEGE DISTRICT

SUMMARY EVALUATION OF INSTRUCTOR

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Name of Instructor ______________________ Status ______________________

Department/Discipline ____

EVALUATION SUMMARY

Summary Report:

_______ Satisfactory

_______ Unsatisfactory

_______ Re-evaluate next semester

______________________________, Panel Chairperson
(Signature)

______________________________, Panel Member
(Signature)

______________________________, Panel Member
(Signature)

I HAVE READ THE COMMITTEE'S EVALUATION REPORT:

____
Instructor Being Evaluated

____
Date

Copy 1,2 to Instructor; copy 3 to President; copy 4 to District Personnel File

Pers Rels
(11-80)

PERALTA COMMUNITY COLLEGE DISTRICT

INSTRUCTOR EVALUATION BY PANEL

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Name of Evaluee ______________________________ Status ____________
LAST FIRST MIDDLE

Discipline(s) ______________________________ Subject ____________

1. Activity ______________________________

Date ______________________________

Describe briefly what happened during your visit. ______________________________

____

____

____

2. Evaluation: Indicate by a check in the appropriate column the evaluation for each item listed which in your best judgement describes the employee.

1 - Not Applicable 2 - Unsatisfactory 3 - Needs Improvement to Meet Standards
4 - Meets Standards 5 - Exceeds Standards

JOB DESCRIPTION: TEACHING FACULTY

	1	2	3	4	5
1. Knowledge and mastery of subject matter.					
2. Preparation and organization.					
3. Achievement of course objectives as defined in course outlines and catalog description.					
4. Clarity of Presentation.					
5. Communication with students of varying abilities.					
6. Encouragement of critical thinking.					
7. Clear methods and procedures.					
8. Professional Relationships: Interaction with students,					

PERALTA COMMUNITY COLLEGE DISTRICT

INSTRUCTOR EVALUATION BY PANEL

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Name of Evaluee ________________________ Status __________
LAST FIRST MIDDLE

Discipline(s) ________________________ Subject __________

1. Activity ________________________

Date ________________________

Describe briefly what happened during your visit. ____________

2. Evaluation: Indicate by a check in the appropriate column the evaluation for each item listed which in your best judgement describes the employee.

1 - Not Applicable 2 - Unsatisfactory 3 - Needs Improvement to Meet Standards
4 - Meets Standards 5 - Exceeds Standards

JOB DESCRIPTION: TEACHING FACULTY

	1	2	3	4	5
1. Knowledge and mastery of subject matter.					
2. Preparation and organization.					
3. Achievement of course objectives as defined in course outlines and catalog description.					
4. Clarity of Presentation.					
5. Communication with students of varying abilities.					
6. Encouragement of critical thinking.					
7. Clear methods and procedures.					
8. Professional Relationships: Interaction with students, faculty members, managers and other staff.					

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-80)

PERALTA COMMUNITY COLLEGE DISTRICT

INSTRUCTOR EVALUATION BY STUDENTS

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Faculty Member ______________________ Date ______________

Course ______________________ College ______________

Student's name (optional) ______________________

1. In general, how would you rate the instructor in these areas?

		High				Low
a.	Availability for personal help.	1	2	3	4	5
b.	Helpful and supportive of my interests.	1	2	3	4	5
c.	Interested in students generally.	1	2	3	4	5
d.	Enthusiasm for teaching.	1	2	3	4	5
e.	Explaining and following his/her stated grading system.	1	2	3	4	5
f.	Returning examinations and assignments promptly.	1	2	3	4	5
g.	Meeting and dismissing classes at scheduled times.	1	2	3	4	5

2. How effective was the instructor in the following areas?

a.	Organizing the course well.	1	2	3	4	5
b.	Encouraging students to participate.	1	2	3	4	5
c.	Knowledge of the subject.	1	2	3	4	5
d.	Communication of that knowledge.	1	2	3	4	5
e.	Giving assignments (papers, projects, readings, etc.) that were relevant and helpful to class.	1	2	3	4	5
f.	Making your responsibilities and the requirements of the course clear.	1	2	3	4	5
g.	Being tolerant of other people's opinions.	1	2	3	4	5

3. Comments:

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s Rels
-80)

PERALTA COMMUNITY COLLEGE DISTRICT

SELF EVALUATION FORM

for

LIBRARIANS

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Name ______________________ Date ______________

1. What are the primary responsibilities of your position and how have you met your job objectives.

2. List pertinent activities that are valuable in meeting the objectives and responsibilities of your position such as assisting students and instructing them how to be self-reliant in a library, instructing specific classes on library usage, preparing bibliographies and other instructional materials.

PERALTA COMMUNITY COLLEGE DISTRICT

LIBRARIAN EVALUATION

BY STUDENTS

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Librarian Name ______________________________ Date ________________

Assignment ______________________________

Student's name (optional) ____________________

1. In general, how would you rate the Librarian in these areas?

		High				Low
a.	Availability for personal help.	1	2	3	4	5
b.	Helpful and supportive of my interest.	1	2	3	4	5
c.	Interested in students generally.	1	2	3	4	5
d.	Enthusiasm for librarianship.	1	2	3	4	5
e.	Helpful in formulating topics more precisely.	1	2	3	4	5

2. How effective was the librarian in the following areas?

a.	Knowledge of the library.	1	2	3	4	5
b.	Communication of that knowledge.	1	2	3	4	5
c.	Instructing students how to be self-reliant in the library.	1	2	3	4	5

3. Did the librarian leave you with increased ability to use the library?

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Comments: ____

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Pers Rels
(11-80)

PERALTA COMMUNITY COLLEGE DISTRICT

MANAGEMENT EVALUATION OF INSTRUCTOR

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Name of Instructor ________________________________

Department/Discipline ________________________________

EVALUATION SUMMARY

Summary Report:

_______ Satisfactory

_______ Unsatisfactory

_______ Re-evaluate next term

________________________________, Manager or His/Her Designee
(Signature)

________________________________, Panel Member
(Typed Name)

________________________________, Panel Member
(Typed Name)

I HAVE READ THE MANAGER'S EVALUATION REPORT:

____
Instructor Being Evaluated

____
Date

Copy 1,2 to Instructor; copy 3 to President; copy 4 to District Personnel File

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

PERALTA COMMUNITY COLLEGE DISTRICT

INSTRUCTOR EVALUATION BY STUDENTS

Faculty Member ______________________ Date ______________

Course ______________________ College ______________

Student's name (optional) ______________________

1. In general, how would you rate the instructor in these areas?

		High				Low
a.	Availability for personal help.	1	2	3	4	5
b.	Helpful and supportive of my interests.	1	2	3	4	5
c.	Interested in students generally.	1	2	3	4	5
d.	Enthusiasm for teaching.	1	2	3	4	5
e.	Explaining and following his/her stated grading system.	1	2	3	4	5
f.	Returning examinations and assignments promptly.	1	2	3	4	5
g.	Meeting and dismissing classes at scheduled times.	1	2	3	4	5

2. How effective was the instructor in the following areas?

a.	Organizing the course well.	1	2	3	4	5
b.	Encouraging students to participate.	1	2	3	4	5
c.	Knowledge of the subject.	1	2	3	4	5
d.	Communication of that knowledge.	1	2	3	4	5
e.	Giving assignments (papers, projects, readings, etc.) that were relevant and helpful to class.	1	2	3	4	5
f.	Making your responsibilities and the requirements of the course clear.	1	2	3	4	5
g.	Being tolerant of other people's opinions.	1	2	3	4	5

3. Comments:

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3. Professional Development

a. List the activities you carried out to stay abreast of your field (such as studying new texts and current journals, consultation with colleagues, active membership in professional organizations, continued education and attendance at conferences or workshops, etc.

b. List any other activities that are contributive to your professional development.

4. Teaching Evaluation

a. Discuss your teaching abilities as carried out during the year in the following areas:
(1) Needs improvement (2) Satisfactory (3) Exceptional

i.	Knowledge of subject material.	1	2	3
ii.	Presentation and communication of subject material.	1	2	3
iii.	Rapport with students.	1	2	3
iv.	Effectiveness during laboratory hours. (where applicable)	1	2	3

Comments: ______________________________

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b. Specific goals for improvement

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Signature______________________________

PERALTA COMMUNITY COLLEGE DISTRICT

LIBRARIAN EVALUATION BY PANEL

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Name of evaluee ______________________________ Status ____________
LAST FIRST MIDDLE

1. Activity ______________________________

Date ____________________

Describe briefly what happened during your visit. ______________________________

____

____

____

2. Evaluation: Indicate by a check in the appropriate column the evaluation for each item listed which in your best judgement describes the employee.

1 - Not Applicable 2 - Unsatisfactory 3 - Needs Improvement 4 - Satisfactory 5 - Exceptional

JOB DESCRIPTION: LIBRARIANS	1	2	3	4	5
1. Ability to communicate effectively with students, faculty, and other members of the college community.					
2. Concern for continued self-evaluation and professional growth.					
3. Demonstrated skills in the tools and techniques of librarianship.					
4. Ability to relate the library services and resources to the college program.					
5. Ability to make decisions and organize work effectively.					
6. Achievement of job responsibilities as stated in personal objectives.					
7. Supervision: Instructs, guides or directs employees in their assigned functions, motivating them to perform effectively and following up to ensure desired results.					
8. Enthusiasm for the profession.					

PERALTA COMMUNITY COLLEGE DISTRICT

SUMMARY EVALUATION OF COUNSELOR/NURSE

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Name of Counselor ______________________________

College ______________________________

EVALUATION SUMMARY

Summary Report:

_______ Satisfactory

_______ Unsatisfactory

_______ Re-evaluate next Term

______________________________, Panel Chairperson
(Signature)

______________________________, Panel Member
(Signature)

______________________________, Panel Member
(Signature)

I HAVE READ THE COMMITTEE'S EVALUATION REPORT:

____
Counselor/Nurse Being Evaluated

____
Date

Copy 1,2 Counselor/Nurse; copy 3 to President; copy 4 to District Personnel File

Pers Rels
(11-80)

PERALTA COMMUNITY COLLEGE DISTRICT

MANAGEMENT EVALUATION OF LIBRARIAN

Alameda ___
Feather River ___
Laney ___
Merritt ___
Vista ___

Name of Librarian ______________________________

College __________________________________

EVALUATION SUMMARY:

Summary Report:

______ Satisfactory

______ Unsatisfactory

______ Re-evaluate next Term

________________________________, Manager or His/Her Designee
(Signature)

________________________________, Panel Member
(Typed Name)

________________________________, Panel Member
(Typed Name)

I HAVE READ THE MANAGER'S EVALUATION REPORT:

____
Librarian Being Evaluated

____
Date

Copy 1,2 to Librarian; copy 3 to President; copy 4 to District Personnel File

Pers Rels
(11-80)

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PERALTA COMMUNITY COLLEGE DISTRICT

SUMMARY EVALUATION OF LIBRARIAN

Alameda
Feather River ___
Laney ___
Merritt ___
Vista ___
___

Name of Librarian ____

College ____

EVALUATION SUMMARY

Summary Report:

_______ Satisfactory

_______ Unsatisfactory

_______ Re-evaluate next term

______________________________, Panel Chairperson
(Signature)

______________________________, Panel Member
(Signature)

______________________________, Panel Member
(Signature)

I HAVE READ THE COMMITTEE'S EVALUATION REPORT:

____
Librarian Being Evaluated

____
Date

Copy 1,2 to Librarian; copy 3 to President; copy 4 to District Personnel File

ers Rels
11-80)

PERALTA COMMUNITY COLLEGE DISTRICT

COUNSELOR/NURSE EVALUATION BY PANEL

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Name of Evaluee ______________________________ Status ____________
LAST FIRST MIDDLE

1. Identify activity (i.e. counseling interviews, orientation, Health Fair, etc.).

____

Date ______________________________

Describe briefly what happened during your contact ______________________________

____

____

2. Evaluation: Indicate by a check in the appropriate column the evaluation for each item listed which in your best judgement decribes the employee.

1- Not Applicable 2- Unsatisfactory 3- Needs Improvement to Meet Standards
4- Meets Standards 5- Exceeds Standards

JOB DESCRIPTION: Counselor/Nurse

	1	2	3	4	5
1. Knowledge and mastery of counseling/nursing techniques.					
2. Preparation and organization.					
3. Achievement of counseling/nursing objectives as defined in catalog description.					
4. Clarity of presentation.					
5. Communication with students of varying abilities.					
6. Encouragement of independent/critical thinking.					
7. Knowledge of college curriculum requirements for degree and transfer courses. (For counselor, only).					
8. Explains the counseling/programming/nursing functions to students.					
9. Meets appointments on time.					
10. Interaction with student faculty members, managers and other staff.					

PERALTA COMMUNITY COLLEGE DISTRICT

NURSE EVALUATION

BY STUDENTS

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Nurse Name ______________________ Academic Year ____________

Assignment ______________________ College ____________

Student's Name (optional) ______________

1. In general, how would you rate the nurse in these areas?

	High				Low
a. Availability for personal help.	1	2	3	4	5
b. Helpful and supportive of my interests, needs, goals.	1	2	3	4	5
c. Interested in students generally.	1	2	3	4	5
d. Enthusiasm for nursing.	1	2	3	4	5
e. Explaining health care procedures.	1	2	3	4	5
f. Meeting appointments at scheduled times.	1	2	3	4	5

2. Comments: ______________________________

Pers Rels
(11-80)

PERALTA COMMUNITY COLLEGE DISTRICT

COUNSELOR EVALUATION

BY STUDENTS

Alameda ___
Feather River ___
Laney ___
Merritt ___
Vista ___

Counselor Name ______________________ Academic Year __________

Assignment ______________________ College __________

Student's Name (optional) ______________________

I. What Type of Assistance Sought:

__1. Academic Programming
__2. Personal Concern(s)
__3. Career Counseling
__4. Degree Advising
__5. Transfer Advising
__6. General Information
__7. Registration Information
__8. Financial Problems
__9. Test Explanation
__10. Work Experience
__11. Placement
__12. Other __________ Specify

II. In general, how would you rate the counselor in these areas?

		High				Low
a.	The counselor met my need.	1	2	3	4	5
b.	The counselor provided alternatives.	1	2	3	4	5
c.	The counselor offered explanations.	1	2	3	4	5
d.	Degree of concern.	1	2	3	4	5
e.	Understanding of my problem.	1	2	3	4	5
f.	Would you see this counselor again if the need arises.	1	2	3	4	5

III. I originally contacted this counselor:

__1. on "drop-in"
__2. recommended by another person
__3. during registration
__4. in a class the counselor taught
__5. at a high school visit
__6, assigned
__7. other __________ Specify

IV. Comments: ______________________

____

____

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____

rs Rels ______________________
1-80)

PERALTA COMMUNITY COLLEGE DISTRICT

SELF EVALUATION FORM

FOR

COUNSELOR/NURSE

Alameda ___
Feather River ___
Laney ___
Merritt ___
Vista ___

Name ____________________ Date ____________________

I) Counseling/Nursing Responsibilities

1. For each of the activities assigned during the year, list the following:

   a. Activity
   b. Objective of activity

____

____

____

____

____

____

____

II) Professional Development

1. List the activities you carried out to stay abreast of your field (such as studying new texts and current journals, consultation with colleagues, active membership in professional organizations, continued education and attendance at conferences or workshops, etc.).

____

____

____

____

____

____

2. List any other activities that are contributive to your professional development.

III) Counseling Evaluation

1. Discuss your counseling services as carried out during the year in the following areas:
(1) Needs Improvement (2) Meets Standard (3) Exceeds Standard

a.	Knowledge of the college curriculum and related information.	1	2	3
b.	Communicating material to students.	1	2	3
c.	Rapport with students.	1	2	3
d.	Effectiveness during counseling interview.	1	2	3
e.	Effectiveness during programming/class sign-ups.	1	2	3

IV) Nurse Evaluation

1. Discuss your nursing services as carried out during the year in the following areas:
(1) Needs Improvement (2) Meets Standard (3) Exceeds Standard

a.	Knowledge of emergency policies and procedures.	1	2	3
b.	Communication of materials to faculty, students and staff.	1	2	3
c.	Rapport with students.	1	2	3
d.	Ability to determine priorities.	1	2	3
e.	Communicating assessment of student health needs and planning to meet those needs.	1	2	3
f.	Communication need for preventive health care.	1	2	3

V) Complete the following sentence:

My opinion of myself as a counselor or a nurse is ____________________

:rs Rels
1-80)

VI) Specific goals for improvement:

Date ____________________ Signature ______________________________

PERALTA COMMUNITY COLLEGE DISTRICT

MANAGEMENT EVALUATION OF COUNSELOR/NURSE

Alameda ____
Feather River ____
Laney ____
Merritt ____
Vista ____

Name of Counselor/Nurse ____

College ____

EVALUATION SUMMARY

Summary Report:

_______ Satisfactory

_______ Unsatisfactory

_______ Re-evaluate next Term

______________________________, Manager or His/Her Designee
Signature

______________________________, Panel Member
(Typed Name)

______________________________, Panel Member
(Typed Name)

I HAVE READ THE MANAGER'S EVALUATION REPORT:

____
Counselor/Nurse Being Evaluated

____
Date

Copy 1,2 to Counselor/Nurse; copy 3 to President; copy 4 to District Personnel File

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APPENDIX

CERTIFICATED EMPLOYEE GRIEVANCE FORM

PERALTA FEDERATION OF TEACHERS/PERALTA COMMUNITY COLLEGE DISTRICT

CERTIFICATED EMPLOYEE GRIEVANCE FORM

1. Name of Grievant________________________________ College____________

   Dept./Division___________________________ Immediate Supervisor__________

   Grievant's Address____________________________________ Zip Code______

   Work Phone_______________________ Home Phone_____________________

2. Article Grieved_______________________ Section______ Paragraph__________

   Date of Violation_____________________ Date Filed____________________

3. Statement of Grievance (use additional separate sheet is necessary) Note: All grievances pertaining to District Office problems and procedures such as: salary placement; payment of salary; fringe benefits; sick leave accrual; credentialing; personnel files; seniority; retirement, shall go directly to Step 2.

4. Relief, Remedy of Action Sought (use additional sheet if necessary)

Grievant's Signature

____

Date Signed____________________

Step 1.

Immediate Supervisor/First Line Manager Response
(NOTE: This response due within 10 days of filing.)

Signature ________________________ Date ____________

Step 2.

In the event the grievant is not satisfied with the decision at Step 1 he/she must appeal the decision to the college president and the Board Agent within ten (10) working days.

Date Grievant filed at Step 2 ____________________

College President's and Board Agent's/Response:
(Due within 10 working days of filing)

Signature ________________________ Date ____________

Step 3.

If the Peralta Federation of Teachers wishes to appeal the decision rendered at Step 3 to advisory arbitration, such notices of appeal must be submitted to the Board Agent within 10 working days of receipt of the decision from the Board Agent (Step 3).

Appeal to Advisory Arbitration is hereby made.

Signed ____________________

Date ____________________

Arbitrator's Decision (see attached)

Board Action on Arbitrators's Decision.

☐ Accepted
☐ Modified (see attached)
☐ Rejected

Date ____________________

MASTER CONTRACT

San Joaquin Delta College Teachers Association/CTA/NEA

San Joaquin Delta Community College District

July 1984 - June 1987

Approved: January 8, 1985

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ARTICLE I

AGREEMENT

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the San Joaquin Delta Community College District ("District") and the San Joaquin Delta College Teachers Association/CTA/NEA ("Association"), an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540), of Division 4 of Title 1 of the Government Code ("Act").

3. This Agreement shall remain in full force and effect from July 1, 1984, through June 30, 1987. For the year, 1986-1987 the parties may each open one article of their choice. In addition, the Association may reopen salary if they do not choose to accept a third quartile adjustment pursuant to Article XVIII, 1. (e).

4. Any item negotiated and agreed to by both the District and the Association shall become a part of this Agreement.

ARTICLE II

RECOGNITION

1. The District recognizes the Association as the exclusive representative of all certificated full-time and part-time employees (except those employed for less than three (3) semesters in any 6-year period) of the District, including librarians and counselors, excluding management, confidential and supervisory employees as defined in the Act, for the purposes of meeting and negotiating.

ARTICLE III

DEFINITIONS

1. "Academic year" means that period between the first duty day of a fall semester and the last duty day of the following spring semester.

2. "Agreement" refers to a statement of understanding and intention between two or more parties with respect to the effect upon their relative rights and duties, of certain past or future facts or performances.

3. "Assignment" or "Same Assignment" means subject areas taught or regular duties performed as certificated employees.

4. "College Day" is defined as 7:30 a.m. - 10:00 p.m. This definition is intended to describe the operation of the college, rather than assignment responsibility of the faculty, which would continue as per current practice.

5. "Consultation" refers to meetings, after proper notification, between designated management and association representatives to weigh the arguments for and against a proposed course of action, with the intent of such meetings to be to reach agreement on the issues.

6. "Contract Employee" means a probationary employee as defined in Education Code, Section 87602.

7. "Daily rate of pay" means the annual contract salary divided by the total number of days.

8. "Day College" means all college classes and assignments which fall between the hours of 7:30 a.m. to 4:30 p.m. on Monday through Friday.

9. "Days" means college days during which students are required to be in attendance.

10. "Duty days" means the total required work days as specified in the employee's contract.

11. "Extended Day College" means all college classes and assignments not included in Day College including, but not limited to, evening, weekend and summer session.

12. "Faculty" refers to all employees who are included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.

13. "Faculty member" refers to any individual employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.

14. "Hourly Employee" refers to a temporary certificated employee whose compensation basis is hourly rather than annual.

15. "Management" means the President and Superintendent, Vice President, deans, division chairpersons, directors, and other employees designated management by the District.

16. "Meeting" means a coming together of persons with the purpose of discussing and acting upon some matter or matters in which they have common interest, and after the interested parties have had proper notification.

17. "Negotiable items" means faculty salaries, hours, terms and conditions of employment, employee benefits, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, procedures for processing grievances, consultation on the definition of educational objectives, on the determination of content of courses and curriculum, and on the selection of textbooks to the extent such matters are within the discretion of the District, and consultation on other matters which are of mutual concern as determined by the District.

18. "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information, records, data, worksheets and budgetary materials which may be relevant to the negotiation of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Government Code.

19. "Notification" means to inform in writing the party entitled to receive information regarding an action that will affect any item contained in this contract requiring mutual consultation and/or agreement between management and the association or bargaining unit members.

20. "Forum classes" will normally be of two basic plans:

    a. Lecture - In this type of presentation, instruction will be given primarily by lecture, audio-visual aids and student hand-out materials, in conjunction with a standard textbook. Supplementary materials such as tapes may be available to the student.

    b. Lecture-Seminar - Same as above except that the instruction is such as to be improved by a certain amount of group discussion. Twenty-five (25) students will be assigned to each seminar.

ARTICLE IV

NEGOTIATION PROCEDURES

1. Not later than March 1 of the calendar year in which this Agreement expires, the District and the Association shall meet and negotiate in good faith. Any Agreement reached between the parties shall be stated in writing and signed by them.

2. Upon agreement of the negotiating teams to the terms of this Agreement, it shall be submitted to the Governing Board of the District at the next scheduled Board meeting or a special meeting called for that purpose and to the membership of the Association for approval.

3. Either party may utilize the services of outside consultants to assist in the negotiations.

4. Negotiations shall take place at mutually agreeable times and places.

5. The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.

6. Members of the Association's negotiation team shall receive reasonable released time without loss of compensation to participate in negotiations and impasse proceedings. Substitutes will be provided when required.

7. The Association shall have the right to receive budget or financial material approved by the Governing Board of the District and such other information, including the Policy and Procedures Manual that is necessary for the Association to fulfill its role as the exclusive bargaining representative.

8. The District and the Association shall meet to negotiate any proposed changes in the Policies and Procedures Manual which modify or conflict with any provision of this Agreement.

ARTICLE V

NON-DISCRIMINATION

1. The District shall not discriminate against a faculty member or prospective faculty member with respect to employment, either directly or indirectly, on the basis of such matters as race, religious creed, color, ancestry, age, sex, national origin, marital status, physical handicap, medical condition (Labor Code 1411, membership or activity in the Association (Government Code 3543.5 (a); 3543.6 (b)), political affiliation, domicile, or concurrent employment by the District of members of the same family. The District shall not discriminate, either directly or indirectly, against any full-time or part-time faculty member or prospective faculty member with respect to hours, wages, terms or conditions of employment or application of the provisions of the Agreement or Board Policies.

2. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Higher Education Amendments, Section 504 of Rehabilitation Act of 1973, any federal regulations pertaining thereto, or any state programs, the provisions of such orders, laws, federal regulations and rules shall prevail. All other provisions or applications of this Agreement shall remain in full force and effect.

ARTICLE VI

ASSOCIATION RIGHTS

1. The Association and its duly authorized campus representatives shall have use, on a cost covering basis, subject to the same charges as those made to divisions and departments, of college equipment and building facilities at all reasonable times, which shall include evening and week-end hours. Such equipment shall include, but shall not be limited to, typewriters, duplicating equipment, calculating machines, data processing services to include mailing labels as regularly needed, and salary printouts and extra duty salary printouts, audiovisual equipment when such equipment is not otherwise in use, and reasonable use of the Instructional Materials Center.

2. The District shall make adequate bulletin board space available for Association use in each building housing faculty members, in the faculty dining area, and near the central mailboxes.

3. The Association and its campus representatives shall have the right to use the college mail distribution service.

4. Duly authorized Association representatives shall be free to conduct official Association business, including grievance representation activities, on campus property as necessary.

5. The bargaining unit members shall be granted "reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances", as defined in The Educational Employment Relations Act.

6. The bargaining unit members have the option to purchase all or part of the assignment of both the Association president, the negotiating team chairperson, and others for the purpose of carrying out Association business relative to this Agreement.

7. A campus faculty parking identification sticker shall be provided to the Association for its designated CTA/NEA state or national staff representatives if one is required for preferred parking.

8. Names, principal division assignment, home addresses and telephone numbers of all full-time and part-time faculty members shall be provided upon request to the Association no later than 30 days from the first day of each recognized semester or summer session, unless the unit member objects to the release of this information.

9. (a) The Association may consult with the District on proposed changes to:

   (1) The definition of educational objectives,

   (2) The determination of the content of courses and curriculum,

   (3) The selection of textbooks, and

   (4) The use of electronic and technological teaching devices if the use impacts on working conditions.

   (b) Such consultation shall occur during the decision making process at a time that will allow the Association input into the eventual District decision.

ARTICLE VII

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1. Any faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the college administration an assignment authorizing deduction of unified SJDCTA/CTA/NEA dues or assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the faculty member each month for ten months. Deductions for faculty members who sign such authorization after the commencement of the academic year shall be appropriately pro-rated to complete payments by the end of the period for which the faculty member was contractually employed during the current academic year.

2. With respect to all sums for membership dues deducted by the District pursuant to authorization of the employee, the District agrees promptly to remit such moneys to the Association's designee, accompanied by an alphabetical list of faculty members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

4. Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for plans or programs as approved by the Association.

5. The Association shall have the right to assess and authorize payroll deductions in an amount necessary to cover the purchase of all or part of the assignment of the Association president, negotiating chairperson, and others. This stipulation in no way shall effect the fringe or other benefits or retirement contributions of the person(s) affected by this provision. Funds left over at the end of a fiscal year shall be carried forward to the following year as provided hereinabove or, if no funds are required in the following year, the balance shall be apportioned back to the members of the bargaining unit.

ARTICLE VIII

DISPUTE SETTLEMENT PROCEDURES

1. Grievances

   (a) Definitions

      (1) A "grievance" is a claim by an aggrieved person that there has been a violation, misapplication or misinterpretation of any of the provisions of this Agreement or of any law, Board policy, regulation or practice.

      (2) An "aggrieved person" is the person or persons, including the Association or representatives thereof, making the claim.

      (3) A "party in interest" is any person who might be required to resolve the claim.

   (b) Purpose and Scope

      (1) A grievance shall mean that there has been an alleged misinterpretation, misapplication or a violation of terms and conditions of employment such as matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, class load, or procedures to be used for the evaluation of employees, as contained in negotiated agreements or Board policy or administrative procedures.

      (2) The failure of the faculty member to act on any grievance within the prescribed time limits will act as a bar to any further appeal. A manager's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(3) An investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities.

(c) Procedures

(1) First Step - An attempt shall be made to resolve any grievance in informal verbal discussion between the faculty member and the manager.

(2) Second Step - If the grievance cannot be resolved informally, the faculty member shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the appropriate manager. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The manager shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after receipt of the grievance.

(3) Third Step - In the event the grievance has not been satisfactorily resolved at the second step, the faculty member shall file, within ten (10) days of the manager's written decision at the second step a copy of the grievance with the Vice President, Instruction. Within ten (10) days after such written grievance is filed, the faculty member and the Vice President, Instruction, shall meet to resolve the grievance. The Vice President, Instruction, shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the employee and the manager.

(4) Fourth Step - In the event that the grievance has not been satisfactorily resolved at the third step, the faculty member shall file, within thirty (30) days of the written decision of the Vice President, Instruction, a request with the Vice President, Instruction, to proceed to the fourth step--a hearing before a Hearing Officer.

The Hearing Officer will be selected as follows:

(a) With the concurrence of the faculty member, the President and Superintendent may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.

(b) If the employee and the President and Superintendent are unable to agree on a Hearing Officer within the five (5) day period from the third step appeal, then the employee may request an Arbitrator chosen from a list of seven (7) names requested jointly by the President and Superintendent and the faculty member from the American Arbitration Association. The faculty member shall strike from the list the name of one candidate; then the President and Superintendent shall strike the name of one candidate; the names will be stricken in this manner until the name of one candidate remains, who shall be the Hearing Officer.

The Hearing Officer shall conduct a hearing within either ten (10) days of the receipt of the written appeal of the third step decision or ten (10) days of agreement on the Hearing Officer. The Hearing Officer shall notify the President and Superintendent of his/her advisory decision within ten (10) days of such hearing. Within ten (10) days of the receipt of this written advisory decision by the President and Superintendent, the President and Superintendent will render a final written decision setting forth the reasons for such decision. This decision shall be final insofar as this administrative procedure is concerned.

(5) Optional Fourth Step - At the option of the faculty member, instead of the Fourth Step above, the decision at the Third Step may be appealed directly to the Board of Trustees. Such appeal shall be requested within thirty (30) days from receipt of the third step answer. A hearing shall be scheduled by the Board of Trustees at its earliest convenience. Thereafter, the final decision shall be made by the Board of Trustees in a timely manner.

2. Affirmative Action Appeal

(a) There shall be a sincere effort on the part of involved parties to settle complaints promptly through the steps listed below. Charges of alleged unlawful discrimination shall be filed under this policy and procedure as soon as possible. Under no circumstances will a charge be accepted that was not filed within 120 days of the alleged unlawful discrimination.

(b) Representation - The employee, student, or applicant shall be entitled to representation of his or her choice at all complaint meetings beyond Step 1. The complainant shall notify the designated compliance officer in writing of the name and title of the representative at least two hours prior to the meeting.

(c) Procedures

(1) First Step - An attempt shall be made to resolve complaints of alleged unlawful discrimination through verbal discussion between the involved parties. Complainants may contact the Associate Dean of General Education, Associate Dean for Vocational Education, Director of Personnel Services or Dean of Student Services for assistance at this step. The role of the above mentioned administrators is to facilitate an informal resolution of the issue. Such attempt(s) at informal resolution shall not exceed thirty (30) calendar days from the date of the notification of the alleged discriminating action. (Section 59328, Title 5)

(2) Second Step - If the complaint is not resolved in Step 1, the complaint will be put in writing (using the attached form in Appendix i) by the complainant, fully stating the facts surrounding the complaint. The indicated form must be filled out completely, signed, dated, and submitted to the designated compliance officer within five (5) working days after termination of Step 1. It shall be the responsibility of the designated compliance officer to submit the form to the Chancellor's Office immediately.

At this time, the complainant shall request a meeting with the immediate supervisor, instructor or co-worker involved, and the appropriate manager. Upon receipt of the complainant's request for a meeting, the complainant will be notified by the responsible manager that the investigation has begun. The responsible manager will call all parties together to hear both sides of the issue, clarify questions and attempt to resolve the issue. The responsible manager shall make a decision on the complaint and communicate it in writing to the complainant and the compliance officer within ten (10) days after receipt of the complaint.

(3) Third Step - In the event the complaint has not been satisfactorily resolved at the second step, the complainant shall file, within two (2) working days of receipt of the manager's written decision at the second step, a copy of the complaint with the Vice President, Instruction. Within ten (10) working days after such written complaint is filed, the complainant and Vice President, Instruction, shall meet to resolve the complaint. The Vice President, Instruction, shall conduct any investigation(s) necessary in his efforts to resolve the issue. The Vice President, Instruction, shall file an answer within two (2) working days of the third step action and communicate it in writing to the complainant, the immediate supervisor and the appropriate manager.

(4) Fourth Step - In the event that the complaint has not been satisfactorily resolved at the third step, the complainant shall file, within two (2) working days of the written decision of the Vice President, Instruction, a request with the Vice President, Instruction, to proceed to the fourth step--a hearing before a Hearing Officer. The President and Superintendent may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.

The Hearing Officer shall conduct a hearing within ten (10) working days of the receipt of the written appeal of the third step decision. Within five (5) working days of the hearing, the President and Superintendent will render a final written decision setting forth the reasons for such decision.

(5) Fifth Step - In the event that the grievance has not been satisfactorily resolved at the fourth step, the employee may file, within two (2) working days of the written decision of the President and Superintendent, a request with the President and Superintendent to proceed to the fifth step, a review by the Board of Trustees. The Board of Trustees will not re-hear the complaint but will base its decision on a review of the written evidence. The Board may accept, reject, or modify the President's decision as the Board deems appropriate. Final decision will be communicated to the complainant on the prescribed form provided by the Chancellor of the California Community College, within ten (10) working days.

Upon receipt of the Board's final decision, if the complainant is not satisfied with the resolution, he/she may submit written objections to the resolution to the Chancellor of the California Community Colleges. Such objections must be submitted within thirty (30) calendar days. (Section 59338) If the Chancellor finds "probable cause" to support a finding of unlawful discrimination, an Administrative Hearing will be held.

3. Final Disposition of A.B. 803 Charge

Upon sending the notice pursuant to Section 59338 and within ninety days of initiating the investigation required by Section 59334, the District will forward the following to the Chancellor:

(a) The original complaint;
(b) Report of the nature and extent of the investigation conducted by the District;
(c) Report of any action taken to resolve the complaint;
(d) Evidence that the district has complied with the requirements of Section 59338;
(e) Such other information as the Chancellor may require. (Per Section 59340)

4. Effect of Settlement

Any settlement of this discrimination complaint policy and procedure shall be applicable to this complaint procedure only, and shall not be binding authority for the disposition of any other matter. Resolution of complaints at any step in the procedure must be signed by the complainant, appropriate District official and President and Superintendent to be considered resolved.

5. Non-Retaliation Policy

The San Joaquin Delta Community College Board of Trustees commits the District to ensure that students, applicants, and employees are not adversely affected for having brought forward a charge of discrimination, testified, assisted, or participated in any manner in an investigation proceeding or hearing relative to unlawful discrimination complaints. Violations of this policy by an employee are causes for disciplinary action, up to and including termination.

6. Time Constraints

The number of working days indicated at each step herein should be considered a maximum, and effort must be made to expedite the process. If the District fails to respond to the complaint in a timely manner at any step, the complainant may proceed to the next step. Complainant's failure to appeal in writing the decision rendered at any step in the procedure within the specified time period will constitute acceptance of the decision rendered. Time limits may be extended by mutual written consent or due to unusual circumstances. However, time limit extensions must be approved by the designated compliance officer, who will ensure compliance with mandated time limits.

7. A log showing all complaints and their resolutions will be maintained by the college district for a three year period. Forms for filing a discrimination complaint will also be maintained by the college district, and must be made available to persons who feel they have been discriminated against unlawfully. It is the responsibility of the designated compliance officer to maintain the discrimination complaint log as well as all copies of complaints and resolutions.

ARTICLE IX

LEAVES

1. The benefits provided faculty members by Sections 87763 through 87788 and 87700 and 87701 of the Education Code are incorporated into this agreement except as supplemented in this Article. Hourly faculty are entitled only to sick leave as enumerated in this Article, and such other leaves as are provided by law.

2. Sick Leave - Full-time regular and contract faculty members will be entitled to ten (10) days of paid sick leave each academic year (Education Code, Section 87781). Part-time regular and contract faculty members will receive a portion of the ten (10) days based upon the portion of full-time service. Hourly instructors will be entitled to pro-rata sick leave.

    (a) Unused sick leave will accrue from school year to school year.

    (b) At the beginning of each school year every faculty member will receive a sick leave allotment credit, equal to the entitlement for the school year. A faculty member may use this credited sick leave at any time during the school year.

    (c) At the beginning of each school year the District will provide every faculty member with a written statement of (1) the accrued sick leave total for regular or contract employees; (2) the sick leave entitlement for the school year for regular or contract employees; (3) the accrued sick leave for hourly employees. The accrued sick leave total for hourly employees is limited to the period served since the fall semester of the 1970-71 school year.

    (d) Faculty teaching during the summer session may utilize any hourly sick leave accumulated during the regular school year.

3. Maternity Leave - Maternity leave shall be granted to faculty members on the same basis as other sick leave provisions. This benefit shall be granted for as long as the faculty member, in the opinion of her physician, is medically unable to return to duty.

4. Supplemental Sick Leave - If a faculty member has utilized all individual accumulated sick leave and is still absent from duty on account of illness or accident for a period of five school months or less, then the amount of salary deduction in any month shall not exceed the sum which was actually paid a substitute or 50% of the salary due during the period of absence, whichever is the lesser amount. The five months or less period during which the above deductions occur include all other paid sick leave provisions for which the faculty member is eligible.

5. Leave for Industrial Accident or Illness - All District faculty members who are eligible for Workers' Compensation benefits will be provided with industrial accident and illness leave according to the following provisions: (Education Code 37787).

(a) The accident or illness must have arisen out of and in the course of the employment of the faculty member and must be accepted by the State Compensation Insurance Fund as a bona fide injury or illness.

(b) Allowable leave for each industrial accident or illness shall not exceed 60 days, during which the college is in session or when the faculty member would otherwise have been performing work for the District in any one fiscal year.

(c) Allowable leave will not be accumulated from year to year.

(d) When an industrial accident or illness leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused leave due for the same illness or injury.

(e) The leave under these rules and regulations will commence on the first day of absence.

(f) Payment for wages lost shall not, when added to an award granted the faculty member under the Workers' Compensation laws of this State, exceed the normal wage for the day.

(g) Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

(h) During any paid leave of absence, the faculty member will endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, will issue the faculty member appropriate salary warrants for payment of the faculty member's salary and will deduct normal retirement (on the full salary) and other authorized contributions.

(i) Upon termination of the industrial accident or illness leave, the faculty member will be entitled to the benefits provided for sick leave (Education Code 87781) and absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the faculty member continues to receive temporary disability indemnity, he may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full wages.

(j) The Governing Board may provide for such additional leave of absence for industrial leave as it deems appropriate.

5. (k) Periods of leave of absence under this provision shall not be considered to be a break in service of the faculty member.

(l) Any faculty member receiving Workers' Compensation benefits shall remain within the State of California during periods of illness or injury unless otherwise authorized by the Governing Board.

6. Personal Necessity Leave

(a) The faculty member requiring a leave under this section shall verify by submitting a signed Certificated Personnel Absence Report that leave will be taken for one of the reasons listed as permissible under this section. Whenever possible, advance notification of any personal necessity permitting leave under this section shall be given. Prior permission shall not be required for leaves taken under sections (b) (1) or (b) (2).

(b) A faculty member may elect to use not more than six (6) days of accumulated sick leave benefits in a school year in the following cases of personal necessity:..

(1) Death of member of the faculty member's immediate family. According to Education Code 87788, immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the faculty member or of the spouse of the faculty member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the faculty member, or any relative living in the immediate household of the faculty member.

(2) Accident involving the faculty member's person or property, or the person or property of a member of the faculty member's immediate family, as defined above, of such an emergency nature that the immediate presence of the faculty member is required during a work day.

(3) Appearance in court as litigant, or as a witness under an official order.

(4) Serious or critical illness of a member of the immediate family, as defined above, calling for services of a physician and of such an emergency nature that the immediate presence of the family member is required during a work day.

(5) Death of a member of the family not considered immediate family, e.g., aunt, uncle, brother-in-law or sister-in-law.

6. (b) (6) When events of compelling personal importance (Section 87781.5) occur which require the immediate attention of the faculty member during assigned hours of service and the circumstances cannot be reasonably disregarded, leave up to a maximum of three (3) days may be granted, which three (3) days are within the six (6) days authorized by Section 87784 of the Education Code in any school year for all cases of personal necessity listed in paragraphs (1) through (5) above, or:

(a) To males when wife gives birth to a baby.

(b) To take any advance educational degree examination.

(c) To get married.

(d) To attend marriage of son or daughter.

(e) To attend college graduation for spouse, son, or daughter.

(f) To appear before a governmental agency when compelled to do so by the agency for purposes directly related to the faculty member. This provision shall not be construed to authorize leave for purposes of providing services to such an agency, whether for compensation or otherwise, nor shall this provision be deemed to authorize leave for the purpose of seeking membership in or employment with such governmental agency.

(c) Leaves not qualifying under provisions for Personal Necessity Leave may be considered under Paragraph 11, Leave of Absence.

7. Bereavement Leave - Every faculty member shall be entitled to three (3) days of paid leave of absence, or five (5) days if out-of-state travel is required, for each occurrence on account of the death of any member of the immediate family. This leave shall not be deducted from sick leave.

8. Jury Leave - A faculty member shall be entitled to as many days of paid leave as are necessary for appearances in any mandatory legal proceeding, including jury duty. This leave will not be deducted from any accumulated leave.

9. Sabbatical Leave - The governing board of a community college district may grant any employee of the district employed in a position requiring certification qualifications, a leave of absence not to exceed one year for the purpose of permitting study or travel by the employee which will benefit the college and students of the district.

9. (a) Sabbatical leaves may be granted for a full year or for one semester for employees who have rendered at least six (6) consecutive years of service to the District.

(b) The number of faculty on a full year or semester leave during any one semester shall be limited to three percent (3%) of the faculty employed by the District.

(c) Granting of sabbatical leave is to permit the faculty member an opportunity to pursue a planned and definite project of study, travel or research, or a combination of these, which will have a substantial benefit to the District and its students.

(d) The District shall provide the Association with twenty-five (25) copies of Sabbatical Leave Application forms no later than September 1 of each year.

(e) The formal application requesting sabbatical leave for the fall or spring semester, or both, will be submitted to the Salary Administration Committee on or before November 1 of the school year prior to the year for which leave is being requested.

(f) The Salary Administration Committee will submit its decision either to recommend or not to recommend the application to the Vice President, Instruction. The Vice President, Instruction, will review the recommendations and submit a decision either to recommend or not to recommend to the President and Superintendent by December 1. If the committee, the Vice President, Instruction, and the President and Superintendent decide to recommend favorably to the Board of Trustees on the application, the President and Superintendent will notify the applicant in writing as soon as the Board has acted on the proposal. If the committee, the Vice President, Instruction, or the President and Superintendent rejects the applicant's leave request, the faculty member will be notified in writing and will be informed of the specific reasons for rejection.

(g) A faculty member who is on sabbatical leave will be paid full salary by the District for a semester's leave and at a level of sixty-two and one-half percent (62½%) of salary for a full year's leave. There shall be no reduction in employee benefits during the term of a faculty member's sabbatical leave.

(h) The District and a faculty member who is to go on sabbatical leave shall develop a payment schedule which is acceptable to both, at least thirty (30) days before the sabbatical leave is scheduled to commence.

10. In-Service Leave - A faculty member may apply for in-service leave, using the normal procedure for submitting a Certificated Travel Request. If the request is granted, the paid leave shall not exceed three days for each school year. All expenses for in-service leave will be paid at the rate listed in the Travel and Mileage Reimbursement Bulletin and will be charged to the appropriate travel budget.

11. Leave of Absence - The Board of Trustees may grant a leave of absence to any permanent certificated employee for a purpose other than those listed in this Agreement or the Policy Manual if such leave meets with the approval of said Board.

12. Miscellaneous - Unless otherwise provided in this Article, a faculty member on paid leave of absence shall be entitled to (a) a return to the same assignment held immediately before commencement of the leave; (b) receive credit for annual salary increments provided during the leave; and (c) receive during the leave all other employee benefits, to the extent not expressly prohibited by law. A faculty member on unpaid leave shall be entitled to return to the assignment, unless mutually agreed to by both parties, held immediately before commencement of the leave. The faculty member shall be entitled to all other employee benefits granted faculty members on paid leave, through the payment of appropriate premiums and other charges on a payment schedule acceptable to the faculty member and the District.

ARTICLE X

EMPLOYEE BENEFITS

1. Eligibility

(a) The District shall provide all faculty members employed for not less than sixty-five percent (65%) of the hours per week constituting a full-time assignment, those retirees who have qualified for benefits pursuant to Paragraph 7 of this Article, or pursuant to Article XXIII, and their dependents benefits under the following type of plans, of the same level specified in the individual agreements with each respective carrier as of June 30, 1984.

(1) Health Insurance and Prescription Drug Plan Coverage
(2) Dental Insurance
(3) Life Insurance
(4) Vision Care Plan
(5) Long-Term Disability Plan

The insurance carrier shall be determined by the District.

(b) For purposes of this Article, faculty members employed on a half-time basis pursuant to the provisions of Article XXIII of this Agreement shall be deemed to be full-time certificated employees.

(c) For purposes of this Article, faculty members employed before July 1, 1980 for more than 50 percent of a full-time assignment, but less than 65 percent, will be eligible for employee benefits as in (a) above, provided that such members continue to be employed for more than 50 percent of a full-time assignment.

2. Tax Sheltered Annuities

Faculty members may participate in the tax sheltered annuity of their choice, with the District providing payroll deductions for this purpose.

3. Voluntary Payroll Deductions

Deductions will be made from salary upon request by the faculty member for the District approved purposes.

4. Medical Examinations and Tests

All medical examinations and tests requested by the District shall be paid for by the District.

5. Duration of Benefits

(a) The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement. Should a faculty member's employment terminate during the school year, the faculty member shall be entitled to continue coverage under the life, health, dental and vision care plans for a period not to exceed six (6) months. Such faculty member shall pay the premium for the continued coverage on a month-to-month basis.

(b) If a faculty member desires insurance coverage to continue during periods of unpaid leaves of absence from the District, the faculty member will be required to pay the premiums on insurance benefits. Unpaid leaves are to be considered an interruption - not a break in service. The period required for eligibility under this section for benefits upon retirement would be extended beyond the twenty years, twelve years, ten years, or seven years, whichever period is applicable, by the length of the unpaid leave.

(c) A year of service will be that period determined by the State Teachers' Retirement System or Public Employees' Retirement System as constituting a year.

(d) The District will guarantee the employee benefits for 1984-87 at the same level as for the 1983-84 school year. The District will guarantee the benefits as listed in 1.(a) above. Any costs incurred in the continuation of this plan with the initial carrier or in changing to another carrier will be borne by the District.

6. Surviving Spouses

The employment benefits as stated below will be granted the surviving spouses of retired faculty members who have qualified for the continuation of such employment benefits upon retirement at cost to the surviving spouse provided that the surviving spouse notifies the District within a 30-day period after the death of the retired faculty member of election to continue the coverage.

(a) Health Insurance and Prescription Drug Plan Coverage

(b) Dental Insurance

(c) Vision Care Plan

7. Continuation of Benefits Upon Retirement

(a) The employment benefits listed in Paragraph 1 shall be granted to retired faculty members provided that such retirees have satisfied the appropriate qualification period of consecutive years of service provided that such retirees were eligible to receive such benefits throughout the prescribed qualification period.

(b) For persons who commenced employment with the District in a position requiring certification qualifications on or after November 25, 1975, but before January 1, 1985, such persons shall be eligible to receive benefits as a retiree provided that they served in a certificated position for twelve or more consecutive school years immediately preceding their retirement under either the State Teachers' Retirement System or the State Public Employees' Retirement System. Individuals qualifying under the ten and seven-year previous requirement as described November 25, 1975 will be deemed to have met the twelve-year qualification.

(c) For persons who commenced employment with the District in a position requiring certification qualifications on or after January 1, 1985, such persons shall be eligible to receive benefits as a retiree provided that they served in a certificated position for twenty or more consecutive school years immediately preceding their retirement under either the State Teachers' Retirement System or the State Public Employees' Retirement System.

ARTICLE XI

WORKING CONDITIONS

1. Upon appointment, and during every year of employment thereafter, each contract or regular faculty member shall be provided with an individual office. Said office shall be properly maintained, lighted, ventilated, and heated or cooled, as applicable, at all times, and shall be equipped at least with the following, all of which shall be maintained in working order at all times:

   (a) A lockable door.

   (b) One (1) desk with one (1) lockable drawer.

   (c) One (1) appropriate desk chair.

   (d) Two (2) suitable chairs for visitors.

   (e) One (1) lockable filing cabinet.

   (f) Adequate shelving for books and necessary table space as determined by the faculty member.

2. Each faculty member shall be provided with keys to individual offices and appropriate keys to the Center in which the office is located.

3. Conference rooms for faculty use will be available for meetings and conferences. Use of such rooms shall be approved by the proper authority.

4. The District shall strive to maintain adequate and equitable clerical assistance for faculty members. This staff is to be located in each appropriate divisional, instructional and service center office.

5. Faculty members' participation in, or attendance at, all college-sponsored functions and activities shall be voluntary.

6. Required protective attire will be provided and maintained by the District.

7. All faculty members and members of their immediate families and retired faculty members shall be provided free tickets to all District athletic events and other activities to which student activity tickets normally apply.

8. Reserved parking adjacent to centers will be provided for those staff members who can demonstrate to the Salary Administration Committee that their assignment is such that they require special parking provisions. The Salary Administration Committee will notify all applicants in writing whether their request has been approved or rejected. In addition, the Salary Administration Committee will publish each year a report listing staff members given reserved parking and the reasons for granting such privileges.

9. Any faculty or staff meeting called by the college administration, a division, or a department shall be scheduled during a regular duty day at a time when a minimal number of classes are in session, except that there may be one division meeting each semester at which the entire divisional faculty, including the hourly instructors and regular day instructors, will meet together that will not be scheduled during the regular duty day.

   (a) Normally, each affected faculty member shall be provided sufficient notice of the meeting, and normally an appropriate agenda shall be distributed at least two (2) days in advance.

   (b) In the event of an emergency meeting or one involving required attendance, all affected faculty members shall be relieved of their professional responsibilities for the duration of the meeting. A faculty member shall not be required to make up a missed class or office hour, if required to attend such a faculty meeting.

10. Administration-ordered class or other duty cancellations for whatever reason on established duty days shall not in any way alter the status of those days as duty days for the purpose of faculty members' contractual rights, compensation and benefits; in no event, however, will classes be held for less than the minimum number of days provided in Section 84370 of the Education Code.

11. Faculty members' daily teaching or duty schedules shall comprise an elapsed time of no more than six (6) consecutive hours, from the beginning of the first class through the end of the last class on that day; faculty members on a fixed hourly work week shall work no more than eight (8) consecutive hours per day. Lunch breaks are to be provided but are not to be considered as part of the consecutive hours.

    (a) Exceptions may be permitted in cases where a faculty member specifically requests or agrees in writing to a different type of schedule.

    (b) Hourly assignments shall not be considered part of the duty day, and shall be compensated in accordance with the provisions of Article XIX - Hourly Compensation.

    (c) All travel time involved in meeting regular or contract assignments at a site other than the main college campus shall be included in determining the six-hour or eight-hour period where such assignments are part of a faculty member's full-time work load.

    (d) Exception to the elapsed time provisions above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period, or in cases where the instructor must take an extended day class in order to complete a full contract load. The District will take no punitive action against employees to assign them evening classes.

12. Faculty members shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last regular or contract assigned class, or hour on one day, and the beginning of the first assigned class, or hour, on the following day.

    (a) In the case of extended day assignments, a minimum of nine (9) consecutive hours shall elapse between the last class or the conclusion of travel on one day and the first class or the initiation of travel on the following day.

    (b) Exception to the elapsed time provisions above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period, or in cases where the instructor must take an extended day class in order to complete a full contract load.

13. All faculty members shall be notified in writing at least six (6) weeks in advance of a given academic session of their tentative schedules for the ensuing academic period. Each faculty member shall meet with the faculty member's immediate supervisor, or department chairperson, to modify or otherwise alter said schedule as necessary.

13. (a) Signed contracts shall be mutually binding. Course cancellations shall in no way affect the District's contractual obligation to compensate the faculty member or the faculty member's contractual obligation to serve the District. Hourly contracts may be terminated for low enrollment or reassignment.

(b) All classes shall be assigned to rooms and laboratories which can properly accommodate them, and which are properly heated, cooled, lighted, ventilated, equipped, and maintained.

(c) Classes for a given course in any given academic period shall be assigned to the same room for all sessions, barring extraordinary or emergency circumstances.

(d) A faculty member shall not be assigned any class or duty for which the faculty member does not have adequate training and experience.

14. All hourly assignments shall be voluntary and shall be treated in accordance with the provisions of Article XIX - Hourly Compensation when any such assignment represents a load in excess of the full-time workload as defined in Article XVII - Workload.

15. Individual bargaining unit members or groups of bargaining unit members may use college facilities when those facilities are not being used during the regular academic year. The use of college facilities shall be for the pursuit of recreational and avocational activities; college facilities may not be used for commercial purposes or personal financial gain. The use of college facilities by bargaining unit personnel does not permit the concurrent use of the same facility by non-college personnel. The use of college facilities by members of the bargaining unit shall not be at college district expense; charges will be made for overtime of additional support personnel, equipment, material supplies, and energy related utilities required beyond that normally furnished in the day to day business of the college. The Director of Athletics and/or Director of Information have the prerogative to determine which facilities may be used and when supervision of an activity will be required in the interest of district liability. Regular facilities use procedures, as outlined in the 9000 Series of the Board Policies and Procedures, must be followed.

16. The District hereby recognizes and reaffirms its belief that faculty, as professionals and as employees in a non-traditional work setting, follow non-traditional working patterns as a means of best discharging their professional responsibilities. The District and the Association agree that past practices with respect to the non-traditional working patterns of faculty shall not in any way be abridged, diminished, or altered during the life of this Agreement and shall be applied in a manner consistent with the terms and conditions of this Agreement.

17. All forms currently required of faculty members by the District are listed in Appendix H. In addition, the District will provide the Association, upon request, a complete set of the actual forms required of faculty members. Changes in these forms are to be mutually agreed upon by the parties hereto. It is understood that any additional information required by any governmental agency or accrediting authority or the District's insurance carriers will be provided by the faculty member. The faculty will provide this information in a timely and accurate manner.

18. It is the existing policy of the District to maintain and encourage academic freedom, tenure rights, and recourse on these items consistent with the existing laws and District policies. In the event that a faculty member is of the opinion that the right of academic freedom, tenure rights, or recourse on these items is in any way under restraint, that faculty member shall have the right to proceed against this restraint through the Dispute Settlement Policy and through those avenues of recourse guaranteed by existing civil statutes. Upon request of a bargaining unit member, the Association may provide assistance and counsel on these matters.

19. (Instructors shall be allowed mileage according to established compensation rates for off-campus travel required as part of a regular contract assignment.)

ARTICLE XII

PERSONNEL FILES

1. Records relating to the employment of faculty members shall be maintained in individual personnel files located in the Office of Personnel Services.

2. Materials in personnel files of faculty members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

3. Faculty members shall not be entitled to review ratings, reports or records which (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.

4. Faculty members shall have the right to examine and/or obtain copies of any materials contained in the personnel file upon request, provided the request is made at a time when such person is not actually required to render services to the district and the Office of Personnel Services is open for official business.

5. No person shall have access to faculty member's confidential personnel file except when actually necessary in the proper administration of the District's affairs, including, but not limited to the supervision of the employee, or when compelled by law. The Director of Personnel Services shall maintain in each file a log showing the date access to each file was granted and the signature of the person to whom access was granted.

6. Information of a derogatory nature, except the items listed in Paragraph 3 above, shall not be entered or filed unless and until the faculty member is given notice and an opportunity to review and comment thereon. Faculty members shall have the right to have such comments entered and attached to any such derogatory statement. Faculty members shall have the right to grievance procedures for the purpose of having false, erroneous or detrimental information rectified or expunged. Faculty members shall have the right to grieve the content of evaluations through the third step of the Dispute Settlement Procedure only.

7. The exclusive bargaining representatives may have access to a unit member's personnel file only with the specific written authorization of the member. Such written authorization shall be entered into the file on each occasion.

ARTICLE XIII

COLLEGE CALENDAR

1. The length of the community college year shall be 178½ duty days. There shall be two (2) consecutive duty days immediately prior (except for weekends or holidays) to the first teaching day of one semester and one duty day immediately prior (except for weekends or holidays) to the first teaching day of the other semester and one-half duty day for graduation exercises immediately following the end of the spring semester.

2. Within these agreed to duty days the equivalent of 1½ days shall be spent on matters directly related to individual preparation, instruction, counseling, or library services. Ideally, one such day should be provided prior to the opening of the fall semester, and one-half day prior to the opening of the spring semester.

3. The District will consult annually with the Association concerning the proposed college calendar for the ensuing year. This calendar will be consistent with all applicable articles of this Agreement.

ARTICLE XIV

HOLIDAYS

1. Duty days shall not be assigned on the following days:

   (a) Labor Day
   (b) Veterans Day
   (c) Thanksgiving Day and the Friday immediately following
   (d) Christmas Day
   (e) New Year's Day
   (f) Lincoln Day
   (g) Washington Day
   (h) Memorial Day
   (i) Independence Day
   (j) Martin Luther King Day

2. Any additional holiday, or day for a public fast or thanksgiving appointed by the Governor or President shall be observed as a non-duty day, provided that the day so appointed is one on which the public schools shall close as provided by Section 79020 of the Education Code. Where an additional non-duty day is observed as herein provided, an additional duty day shall be scheduled by the governing board of District to make up for the day when the public schools are closed in order to reach the minimum number of days as provided in Section 84370 of the Education Code.

3. If a designated holiday falls on Saturday, the Friday preceding said day shall be considered a non-duty day. If a designated holiday falls on a Sunday, the Monday following said day shall be considered a non-duty day.

ARTICLE XV

TRANSFERS

1. A transfer refers to any District action which results in the movement of a faculty member from the position held immediately preceding such action.

   (a) A voluntary transfer is initiated by the faculty member.

   (b) An involuntary transfer is initiated by the District, but will become effective only after consultation with the Association.

2. Voluntary Transfers - A faculty member may request a voluntary transfer to take effect at the beginning of the next semester.

   (a) All requests for voluntary transfers shall be considered on the basis of three criteria:

      (1) Credentials to perform the required services.

      (2) District seniority.

      (3) Demonstrated competence in the subject field such as recency of knowledge and experience.

      When two or more faculty members meet the above criteria the faculty member with the greatest seniority shall be entitled to fill the position requested.

   (b) If a voluntary transfer request is denied, the faculty member shall be provided with the specific reasons for the denial.

3. Involuntary Transfers - After consultation with the Association, the District may initiate an involuntary transfer to take effect at the beginning of the next semester. The District must demonstrate that the transfer is based exclusively on the legitimate, educational, or financial needs of the District to maintain or improve the programs.

   (a) Faculty members to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies.

   (b) All involuntary transfers shall be made on the basis of three criteria:

      (1) Credentials to perform the required services.

      (2) District seniority.

      (3) Demonstrated competence in the subject field such as recency of knowledge and experience.

      When two or more faculty members meet the above criteria, the faculty member with the greatest seniority shall be entitled to fill the position.

   (c) A faculty member who is to be involuntarily transferred shall be given the reasons in writing for the impending transfer.

ARTICLE XVI

EVALUATION OF FACULTY

1. Objectives of the Evaluation Program

   (a) "Evaluation" as an educational institution has two geneses: (1) It is a legal requirement, and (2) it is a professional responsibility.

   (b) The ultimate goal of all teacher evaluation is to provide the student with improved instruction.

   (c) The evaluation procedure must provide management with clear and reasonable evidence for determining retention and tenure.

2. Premises Basic to the Evaluation Program

   (a) Management has the right and the responsibility to observe personnel.

   (b) Evaluation requires consideration of a faculty member's total performance and should not be limited simply to classroom visitations.

   (c) It is recognized that there is no single way to teach effectively, no single blueprint for every course of instruction, and that quality does not necessarily imply uniformity. Therefore, evaluation requires participation of the person being evaluated.

   (d) If the evaluation is to result in changes in the educational program, then the process of evaluation must include constructive suggestions for the implementation of reforms.

3. Definitions

   (a) Authorized evaluators include: Immediate supervisors, Associate Deans, Dean of Student Services, Vice President, Instruction.

   (b) A visitation is a specific observation of a faculty member's assigned activities. For instructors this shall mean a classroom observation of at least one class period.

   (c) A follow-up conference is a conference with a faculty member following an evaluation by an authorized evaluator.

4. Plan for Evaluating Personnel

   (a) Contract employees will be evaluated at least once each year in accordance with Section 87663 of Education Code, as follows:

(a) (1) All contract faculty members will be initially evaluated by their immediate supervisors. Subsequent evaluations may be made by other authorized evaluators.

(2) An individual or group pre-conference will be held to discuss contract provisions regarding evaluation.

(3) A minimum of one classroom visitation must be made.

(4) A follow-up conference must be held and shall include (a) discussion of the evaluation; (b) notification of the employee's right to respond in writing; and (c) mutual signing of the form.

(5) A copy of the evaluation and any written comments by the employee will be placed in the personnel file.

(6) If the immediate supervisor questions the subject matter competence of a contract employee and is not competent in that subject area, the contract employee may request another evaluation by someone competent in the area. In this case, the evaluator will be selected by the Vice President, Instruction, from a list of recommendations agreed upon by both parties. The individuals recommended shall not be members of the Bargaining Unit.

(b) Regular employees will be evaluated at least once every two years in accordance with Section 87663 of Education Code, as follows:

(1) All regular faculty members will be initially evaluated by their immediate supervisors. Subsequent evaluations may be made by other authorized evaluators.

(2) An individual or group pre-conference will be held to discuss contract provisions regarding evaluation.

(3) A minimum of one classroom visitation must be made each four years.

(4) A follow-up conference must be held and shall include (a) discussion of the evaluation; (b) notification of employee's right to respond in writing; and, (c) mutual signing of the form.

(5) A copy of the evaluation and any written comments by the employee will be placed in the personnel file.

(6) If the immediate supervisor questions the subject matter competence of a regular employee and is not competent in that area, the regular employee may request another evaluation by someone competent in the area. In this case, the evaluator will be selected by the Vice President, Instruction, from a list of recommendations agreed upon by both parties. The individuals recommended shall not be members of the Bargaining Unit.

The faculty member shall be apprised of any written evaluation to be placed in the personnel file and have the opportunity to discuss the report with the evaluator before signing it.

5. Due Process Procedure

If a faculty member's performance is not satisfactory, the normal evaluation periods are often too infrequent to be of assistance to the faculty member. Due process requires the division chairperson or director to carefully monitor the performance of the faculty member. This procedure will enable the division chairperson or director to assist a faculty member to improve performance and provide a due process procedure that can be carefully documented. The evaluation may be repeated at more frequent intervals than the one or two year sequence outlined or the optional due process procedure may be utilized as part of an evaluation.

Four points are to be addressed in this process:

(a) An explanation in detail of the problem or problems involved so that the faculty member may understand the deficiencies. (Special attention should be given to the adequacy or inadequacy of the job description.)

(b) An outline of assistance which will be given the faculty member to assist in the improvement desired to correct the unsatisfactory performance. The first effort must be to help people improve.

(c) An indication of the time line which will indicate specifically the date when improvement is expected. At that time an evaluation of whether the faculty member should be given additional time or assistance with specific explanation of things to be achieved will be considered.

(d) A written notice shall be given to the faculty member outlining (a), (b), and (c) above. This written notice may follow the form of the optional due process attachment to the evaluation form.

6. Evaluation criteria and forms are provided in Appendix F.

ARTICLE XVII

WORKLOAD

1. The normal college workload per academic semester shall be the equivalent of fifteen (15) semester units of undergraduate instruction. The normal college workload per academic year shall not exceed the equivalent of thirty (30) semester units of undergraduate instruction for all faculty members.

2. In no event shall a faculty member be assigned a college workload in a single academic semester which is in excess of twenty (20) semester units of undergraduate instruction or forty (40) hours per week for fixed weekly hour faculty.

3. For purposes of determining college workload, a "contact hour" shall be defined as fifty-two (52) clock minutes of classroom instruction. College workload for faculty on a fixed weekly hour basis is determined by regular number of hours.

4. A contact hour shall not be interpreted as being comprised of other faculty responsibilities, including, but not limited to, the following:

    (a) Office hours.

    (b) Course preparation and evaluation of student course assignments.

    (c) Assigned committees.

    (d) Inservice training.

5. A faculty member shall not receive any reduction in compensation as the result of any imbalanced or reduced semester workload resulting from units accumulated in previous semesters or from under assignment planned by the District.

6. Faculty who agree in writing to assume, in addition to their normal day workloads, such extra-duty assignments as are provided in Article XX-Extra Duty Pay, shall receive additional monetary compensation in accordance with the applicable provisions of that Article.

7. The average weekly student contact hours (WSCH) per full-time equivalent faculty member will be set at 577. This figure, the instructional average (the use of the instructional average of WSCH was agreed upon in the 1971-72 agreement), will be computed as the mean of the four census periods as specified in Section 84522 of the Education Code. Since the figure to be utilized is to be the instructional average, the following courses will not be included in the determination of load:

    Occupational Practices 74
    Vocational Work Experience
    Guidance 10
    Guidance 20
    Guidance 90
    Administation of Justice 81B
    Administration of Justice 94 (series)
    Special Studies and Honor Classes

8. Division faculty shall be responsible for recommending appropriate class sizes to the appropriate Division Chairperson or to the Vice President, Instruction.

   (a) The number of students in laboratory sections shall not exceed the number of established stations, available equipment, or teaching aids.

   (b) The number of students in classrooms shall not exceed established seating capacity.

9. Divisional and individual course differences in faculty-student ratio shall be permitted, subject to the specific needs of students in acquiring knowledge in different academic disciplines or subject area.

10. Faculty shall not be required to be present on campus during periods when college classes are not in session, except as otherwise specified in this Agreement.

11. Lecture-Type Classes

   (a) Reader allowances and/or additional teacher units are allocated by the Vice President, Instruction, as per the current contract schedule. Bonus units are earned by all lecture classes based upon the first census period for regular credit classes and upon the fourth week enrollment for credit positive attendance classes.

   (b) Student contact hours computed for forum classes, occupational practices, vocational work experience, Guidance 10, Guidance 90, Guidance 20, Administration of Justice 94 (series), Administration of Justice 81a, Administration of Justice 81b, and Special Studies and Honor classes will not be counted in this formula. Contact hours computed for laboratory classes and activity classes such as Physical Education will not be counted in this formula. The above formula applies strictly to lecture classes.

   (c) Contact hours shall be calculated from enrollment figures shown in the first census (4th week) enrollment report. Inasmuch as State payments to the college as well as faculty bonuses are based upon such enrollment reports, instructors are cautioned to reflect accurate current enrollment in such reports. (See Policy 5150 of the Manual, setting forth the college's mandatory drop policy. Students subject to mandatory drop must not be listed in the 4th week enrollment report.)

   (d) Reader budget allowances will be adjusted annually to reflect mandated minimum wage requirements.

11. Lecture-Type Classes (Continued)

(e) Additional teacher units and budget for large classes shall be:

Student Contact Hour Average	Additional Units	Reader Budget
38.0 to 40.9	1.000 for 15 units or .066 per unit	$325.00 for 15 units or 21.63 per unit
41.0 to 42.9	1.500 for 15 units or .100 per unit	406.00 for 15 units or 27.04 per unit
43.0 to 44.9	2.000 for 15 units or .133 per unit	487.00 for 15 units or 32.46 per unit
45.0 to 47.9	2.500 for 15 units or .166 per unit	568.00 for 15 units or 37.85 per unit
48.0 to 49.9	3.000 for 15 units or .200 per unit	620.00 for 15 units or 43.30 per unit
50.0 to 54.9	3.200 for 15 units or .213 per unit	666.00 for 15 units or 44.38 per unit
55.0 to 59.9	3.400 for 15 units or .226 per unit	682.00 for 15 units or 45.50 per unit
60.0 to 64.5	3.600 for 15 units or .240 per unit	700.00 for 15 units or 46.62 per unit
65.0 to 69.9	3.800 for 15 units or .253 per unit	717.00 for 15 units or 47.74 per unit
70.0 to 74.9	4.000 for 15 units or .266 per unit	733.00 for 15 units or 48.86 per unit
75.0 to 79.9	4.100 for 15 units or .273 per unit	750.00 for 15 units or 49.99 per unit
80.0 to 84.9	4.200 for 15 units or .280 per unit	766.53 for 15 units or 51.09 per unit
85.0 to 89.9	4.300 for 15 units or .286 per unit	783.17 for 15 units or 52.12 per unit
90.0 to 94.5	4.400 for 15 units or .293 per unit	798.00 for 15 units or 53.16 per unit
95.0 to 99.9	4.500 for 15 units or .300 per unit	811.00 for 15 units or 54.08 per unit
100.0 to 109.9	4.600 for 15 units or .307 per unit	811.00 for 15 units or 54.08 per unit
110.0 to 119.9	4.700 for 15 units or .313 per unit	811.00 for 15 units or 54.08 per unit
120.0 to 129.9	4.800 for 15 units or .320 per unit	811.00 for 15 units or 54.08 per unit
130.0 to 139.9	4.900 for 15 units or .327 per unit	811.00 for 15 units or 54.08 per unit
140.0 to 149.9	5.000 for 15 units or .333 per unit	811.00 for 15 units or 54.08 per unit

12. LABORATORY OR ACTIVITY CONTACT HOURS

Laboratory and activity contact hours will be computed as listed in Appendix E of this Agreement.

13. MINIMUM SCHEDULED DAY ON CAMPUS

(a) Full-time teaching faculty will be on campus in classrooms, field trips, laboratories, library, college committee meetings, Academic Senate or their office for twenty-five (25) hours during any normal Monday through Friday work week. Full-time faculty members will schedule and maintain a minimum of three (3) hours on campus each school day. At least one of these scheduled hours will be reserved for student consultations. A full-time faculty member will not be required to schedule over twenty-five (25) hours per week on campus. Certain laboratory instructors may utilize laboratory sessions for student consultations in order to comply with the twenty-five (25) hour schedule limitation.

(b) Counselors and Librarians

(a) Full-time counselors will be on campus in classrooms, field trips, high school and college visitations, student conferences, library, college committee meetings, Academic Senate, in-service development, student activities or their office for a minimum of 35 hours during any normal Monday through Friday work week. The non-scheduled hours in excess of the 35 scheduled hours will be spent in professional activities necessary to maintain adequate job performance, such as extended day visitations to high schools, extended day college and university visitations, class and small group readings and preparations, extended day staff development programs and university training programs, and necessary late duty day appointments, calls, and consultations.

(2) Full-time librarians will be on campus in the library, college committee meetings, Academic Senate, in-service development, conferences and student activities for a minimum of 40 hours during the hours that the library is open Monday through Friday.

(3) Counselors will schedule and maintain a minimum of six and a maximum of eight hours on any given duty day of the normal Monday through Friday work week, except as provided in (7) below. Librarians will schedule and maintain a maximum of eight hours on any given day of the normal Monday through Friday work week.

(4) Counselors will stagger their scheduled hours in a manner so that coverage will be maintained during the duty day of the normal Monday through Friday work week in the customary manner. Librarians will stagger their scheduled hours in a manner so that coverage of the library is maintained during the hours that the library is open Monday through Friday.

(5) Duties will be added to those duties listed in the document entitled "Your Role as Counselor at San Joaquin Delta College" distributed in September, 1977, only after consultation with the Association.

(6) Any administratively assigned standard professional counseling work during the extended day period may be performed by any properly credentialed and qualified faculty member hired for this purpose or any other properly credentialed and qualified individual at the hourly rates.

(7) By mutual consent any counselor (full or partial contract) may be assigned duties with the following understanding:

(a) Assignments will be during the regular 178 day college calendar.

(b) Assignments may not exceed 35 hours per week.

(c) Assignments will be developed in accordance with Article XI, Paragraph 13.

(8) By mutual consent any regular counselor or librarian may be placed on a contract covering the regular year and extensions to 10½, 11, 11½, or 12 month contracts. The period in excess of the regular contract year need not be consecutive to the regular contract period.

(9) An involuntary transfer of a counselor will not be made without prior consultation with the Association as outlined in Article XV.

14. OFFICE HOURS

(a) Teaching faculty shall schedule their own office hours (or hours for student consultation) so as to be convenient to both the needs and schedules of their students and their own teaching schedules.

(b) Full-time regular and contract teaching faculty shall schedule a minimum of one (1) office hour (or hour for student consultation for some laboratory faculty) per day. No teaching faculty member shall be required to schedule more than twenty-five (25) hours weekly. No counseling faculty member shall be required to schedule more than thirty-five (35) hours weekly. No librarian faculty member shall be required to schedule more than forty (40) hours weekly.

(c) One office hour shall be the equivalent of one contact hour for teaching faculty.

(d) Faculty members shall post their schedule of office hours on, or adjacent to, their office doors.

(e) Faculty members retain the right to reschedule office hours as necessary. Such changes shall be posted on their office doors with their schedule of office hours and with their division chairperson.

(f) Office hours will be cancelled and not rescheduled because of faculty meeting or other assignments directed by the administration of the college or regularly scheduled Association meetings.

ARTICLE XVIII

SALARIES

1. The District and the Association agree on the following guidelines for determining certificated faculty salaries.

   (a) In exchange for the salary being set with respect to the third quartile of the twelve comparison districts*, the bargaining unit accepts an instructional average of 577 weekly student contact hours. For purposes of this article, the unadjusted non-doctorate top salary of each comparison district without special increments for the previous year will be used to determine the third quartile.

   (b) The non-doctorate top salary requires no adjustment to third quartile for the 1984-85 college year since downward adjustments are not made.

   (c) The 1984-85 salary schedules are contained in Appendix A of this Agreement. The REPORTED UNADJUSTED SCHEDULE represents a 7% salary increase effective July 1, 1984. The UNADJUSTED SCHEDULE represents an additional increase of 1% effective July 1, 1984. The UNADJUSTED SCHEDULE increase will not be carried on the salary schedule for the 1985-86 school year.

   (d) The REPORTED UNADJUSTED SCHEDULE shall also be adjusted to the third quartile if the 1984-85 REPORTED UNADJUSTED SCHEDULE is below at the non-doctorate top salary. The salary schedules for 1985-86 shall be adjusted by 5½% on the REPORTED UNADJUSTED SCHEDULE and 1% off the schedule effective July 1, 1985. Schedules shall be adjusted to reflect these increases.

   (e) The salary schedule for 1986-87 shall be adjusted to reflect the third quartile adjustment, unless SJDCTA/CTA/NEA notifies the District by April 15, 1986, they wish to reopen salary negotiations for 1986-87.

   (f) All previous documented grandfathering will be recognized.

   (g) The salary schedule may vary if the Association exercises the option to purchase release units under the provisions of Article VI. This salary schedule will be the ADJUSTED SALARY SCHEDULE.

2. Hourly Salary Schedules

   (a) The hourly schedules will be derived from the day schedule using the traditional 1/1000 factor applied to Steps 1 - 7.

   (b) The 1984-85 hourly salary schedules are contained in Appendix A of this Agreement.

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*Coast, Cerritos, Foothill, Los Rios, Mt. San Antonio, San Bernardino, San Mateo, San Jose, South County, State Center, West Valley, and Yosemite

3. Longevity Increments

Regular faculty who have completed twelve years of service in the District shall receive a two and one-half (2½) percent increase in their base salary beginning the thirteenth (13th) year of service. Beginning the seventeenth (17th) year of service they shall receive a second two and one-half (2½) percent increase in their base salary. Beginning the twenty-first (21st) year of service they shall receive a third two and one-half (2½) percent increase in their base salary.

4. Classification by Professional Preparation

Faculty shall be placed on the appropriate class of the salary schedule in accordance with the degrees, advanced preparation, or relevant experience they have completed. Reassignment to a next higher classification shall become effective at the beginning of the next college year after the new classification requirements have been met.

(a) Classification of faculty member assignments will be of two types:

Type 1 - Automotive Technology, Construction Technology, Correctional Science, Electrical Technology, Fire Science, Industrial Technology, Mechanical Technology, Police Science and Printing Technology

Type 2 - All other disciplines

(b)

Class	Type 1	Type 2
I	Community College Credential	BA plus Community College Credential
II	Community College Credential plus 45	BA plus *30 plus Community College Credential
III	Community College Credential plus 60	MA plus Community College Credentia
IV	Community College Credential with BA plus 15	MA with 45 plus Community College Credentia
V	Community College Credential with BA plus 60	MA with 60 plus Community College Credential
VI	Earned Doctor's Degree plus Community College Credential	Earned Doctor's Degree plus Community College Credential

* All references are to semester units

(c) Units must be upper division and/or graduate units granted by a college or university accredited by a recognized accrediting agency and accepted by, or acceptable to, the Chancellor of the California Community Colleges. Requests to consider other units must be submitted in writing in advance to the Vice President, Instruction, who shall consider recommendations made by the Salary Administration Committee established under Board Policy 3450.

(d) For advancement on the salary schedule, no more than three units may be credited during a single semester. Requests for exceptions are to be referred in writing to the Salary Administration Committee for recommendation to the Vice President, Instruction.

(e) In order that units earned during a given summer may lead to a higher class for the ensuing fall, a notice of the intention to take summer courses shall be filed with the Office of Personnel Services on or before May 1, and all work for such courses must be completed prior to the opening of the fall semester. Official transcripts verifying completion of such work must be on file with the Office of Personnel Services by November 1.

(f) In general, the units earned for advancement from class to class on the schedule should not be a mere miscellaneous collection of units with no focus or pattern. The faculty member should submit, in advance of the course work, a general plan and rationale to the Salary Administration Committee for approval and recommendation to the Vice President, Instruction. Failure to obtain prior approval may result in the units being disallowed.

5. Initial Step Placement

(a) Contract faculty shall be given credit at the time of initial placement on the certificated salary schedule for previous teaching experience or service with the Peace Corps, VISTA, or relevant experience, of up to four years during this Agreement.

0 years is Step 1
1 year is Step 2
2 years is Step 3
3 years is Step 4
4 years is Step 5

(b) Hourly faculty will be placed at Step 1 of the appropriate class. No previous teaching or related experience is honored.

6. Step Requirements

(a) Advancement on the certificated salary schedule shall be at the rate of one step for each year of teaching experience. If a faculty member is employed for at least 75% of the days of an academic year, credit shall be given for that year's experience for salary schedule advancement purposes.

(b) Advancement on the hourly certificated schedule will be as follows:

Teacher Experience --	Day College, Evening College or Summer
1-2 Semesters	Step 1
3-4 Semesters	Step 2
5-6 Semesters	Step 3
7-8 Semesters	Step 4
9-10 Semesters	Step 5
11-12 Semesters	Step 6
All over 12 Semesters	Step 7

ARTICLE XIX

HOURLY COMPENSATION

1. Hourly assignments for faculty will be divided into four categories:

   (a) Traditional program classes.

   (b) Travel classes (domestic and overseas tours).

   (c) Traditional non-teaching assignments or duties.

   (d) Non-credit classes.

2. Initial placement and advancement shall be defined in each category.

   (a) Traditional Program Classes

   Hourly assignments for faculty traditional program classes shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Initial placement and advancement shall be as defined in Article XVIII - Salaries.

   (b) Travel Classes

   (1) Hourly assignments for faculty teaching travel classes shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Five (5) such hours on campus are mandatory for each student unit offered.

   (2) No salary compensation is possible while off campus, but necessary budget expenses will be determined by the faculty member and the administration.

   (c) Traditional Non-Teaching Assignments or Duties

   Hourly assignments for traditional non-teaching assignments or duties shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Initial placement and advancement shall be as defined in Article XVIII - Salaries.

   (d) Non-Credit Classes

   Hourly assignments for non-credit classes shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Such placement is limited to Column 1.

3. Hourly faculty will teach an average weekly student contact hour (WSCH) load proportional to the 577 set for full-time instructors. This figure will be computed as the mean of the four census periods as specified in Section 84522 of the Education Code.

4. In the event a class is cancelled, the faculty member will receive an amount equal to the hourly rate times the number of hours of instruction in the scheduled class.

5. In the event classes are scheduled off campus, instructors shall be allowed mileage according to Appendix B. No travel reimbursement will be paid for round trips of less than thirty (30) miles. District vehicles will be available upon request made to the Associate Deans for General Education or Vocational Education.

6. Large enrollment is permitted in those lecture classes in which it is determined that the quality of education will not be jeopardized. Instructors shall receive added compensation for large lecture credit classes whose actual attendance is fifty or more students on the first meeting of that month, regardless of whether the class is scheduled for a full semester or is a short course. Increased pay at the rate of 33-1/3% of the hourly pay being received will be given for each hour of a class of 50 to 99 students and at a rate of 66-2/3% of the hourly pay being received for each hour of a class of 100 students or more. In other words, extra compensation would be in accordance with the following schedule:

Percent of One Hour's Pay

Class Session Hour(s)	Class of 50 - 99 Students	Class of 100 or more Students
1	33-1/3%	66-2/3%
2	66-2/3%	133-1/3%
3	100%	200%

ARTICLE XX

EXTRA DUTY COMPENSATION

1. Additional Salary Compensation is listed in Appendix D.

2. Units of released time are listed in Appendix D.

3. Regular and contract teaching faculty will be paid for extra duty according to the provisions of Article XIX - Hourly Compensation.

4. Summer Session compensation shall be provided in accordance with the provisions of Article XIX - Hourly Compensation.

5. Hourly contracts will be issued for census classes and such other classes as are feasible.

6. Any extra duty assignment and compensation formula not listed herein can be added to this agreement by mutual consent. However, no special compensation arrangements may be made until they are agreed to by the District and the Association.

ARTICLE XXI

SUBSTITUTING

1. Faculty members employed as substitutes will be paid according to the Hourly Salary Schedule.

2. Faculty members shall have the right to accept or reject a request to substitute for another faculty member.

3. A faculty member substituting during a scheduled duty hour will be expected to reschedule the duty hour within the following five (5) working days.

ARTICLE XXII

TRAVEL

1. Faculty members entitled to use District automobiles as available, if they so desire, for travel on official business of the District both within the State of California and outside of the State.

2. Each division shall be allotted travel money at the rate of $110 per year for 1984-85, $115 for 1985-86, and $120 for 1986-87, per full time equivalent contract employee in the division. The division chairperson or director, in consultation with the faculty within each division, shall decide the distribution of the travel money and unspent funds in this category shall carry forward to the next academic year.

3. VEA categorical funds for instructor inservice shall be handled through an Instructional Inservice and Travel Account to be administered by the Office of Instruction. Instructors with assignments relating to vocational students and programs shall be eligible to apply for inservice training and travel by submitting a proposal to the Office of Instruction. All instructor requests for inservice training and travel shall first be reviewed and authorized by the responsible division chairperson.

4. No faculty member shall be permitted to transport students in a private car nor shall a faculty member be required to use a private car for District business. If, however, a faculty member chooses to use a privately owned automobile for District business, the District will provide reimbursement for such use at the rate set forth in Appendix B.

5. If special California Driver's License and special requirements for licensing are required in order for a currently employed faculty member to fulfill such duties, the District shall pay all costs involved in obtaining these licenses or for fulfilling these requirements.

6. Faculty members shall be covered under workers' compensation insurance in the event of accident or injury arising out of and in the course of the faculty member's employment.

ARTICLE XXIII

REDUCED SERVICE PARTIAL RETIREMENT PLANS

1. REDUCED SERVICE PARTIAL RETIREMENT PLAN

(a) It shall be the policy of the San Joaquin Delta Community College District to permit faculty members of the District to reduce their workload from full-time to no less than 50% time and have benefits based on full-time employment.

(b) To qualify for this program, the faculty member (a) shall have completed ten (10) years of prior full-time service in a position requiring certification in the public school system of California which includes grades K-14, the last five (5) of which shall have been full-time in this District, with sabbatical leaves being counted as full-time employment, and (b) shall have attained the age of 55 prior to the beginning of the semester in which the reduction in service begins. It shall be the faculty member's responsibility to initiate the request for reduced service.

(c) The agreement for reduced service must be initiated by the faculty member and the agreement shall be executed by the faculty member and the San Joaquin Delta Community College District in writing. Normal deadlines shall be the same as those for sabbatical leaves. Exceptions may be made for the mutual benefit of the faculty member and the District. The agreement shall be for a minimum period of one year and a maximum period of five years of such part-time status. The agreement can be revoked or extended only with the mutual consent of the faculty member and the District. No faculty member shall be eligible after the school year during which the age of 70 is attained.

(d) If the faculty member has not reached the age of 70 at the end of the five-year maximum period, and wishes to continue employment, the faculty member is guaranteed no less than the reduced part-time employment. If the faculty member chooses part-time, the faculty member would receive only the same percentage of credit toward retirement for which the faculty member is under contract. The faculty member may return to full-time employment subject to District agreement.

(e) A one-half time schedule could, with the approval of the District, be either full-time for one semester and no duties during the other semester, or a half-time teaching load, which does not necessarily require daily presence on campus, throughout both semesters.

(f) The faculty member shall be paid a salary which is the pro-rata share of the salary the faculty member would be earning had the faculty member not elected to exercise the options of part-time employment. The faculty member shall retain all other rights and benefits for which the faculty member of the District makes the payments, including those as provided in Section 53201 of the Government Code, that would be required if the faculty member remained in full-time employment.

(g) The District reserves the right to deny granting a reduced workload to any faculty member if doing so would create unusual and difficult staffing problems. A denial, however, shall be only temporary and the faculty member may reapply for the following school year or school term.

(h) The faculty member, who is employed on a part-time basis, and the District agree to contribute to the Teacher's Retirement Fund the amount that would have been contributed if the faculty member were employed on a full-time basis.

(i) Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to concluding periods will receive retirement credit based on the salary actually paid in the proportion that it related to the annual salary that would have been paid had the employment continued.

(j) All rights mandated by law and additional benefits which may be granted by the District to its certificated employees shall be applicable to any and all such faculty members who are on contract for reduced service.

(k) None of these provisions shall be in conflict with Chapter 1367 of the Statues of 1974.

2. PARTIAL EMPLOYMENT AFTER RETIREMENT

(a) Any faculty member who has attained the age of 55 and wishes to retire from service and to continue employment for not more than 120 days in any fiscal year shall, not later than December 31 prior to the beginning of the school year during which the faculty member desires this continued employment after retirement, notify the President/Superintendent in writing of the faculty member's desire to continue partial employment after retirement. Such employment may not exceed 120 days per fiscal year (July 1 - June 30), nor may the earnings for such employment exceed $5,700 per fiscal year, (or such lesser amount as determined annually by STRS.)

(b) The notification shall contain a statement as to when the faculty member desires to render service and in what capacity. The specific assignment must be agreed upon by both parties. The faculty member shall include with such written notification evidence that the faculty member has successfully passed a physical examination within the immediate preceding 12-month period.

(c) The President/Superintendent may appoint a designee to act in the President/Superintendent's behalf in administering these regulations.

(d) Such employment would not act to reinstate the faculty member as a member of the retirement system or to terminate or suspend the faculty member's retirement allowance, and no deduction will be made from the faculty member's salary as contributions to the retirement system. If a retirant receives payment in excess of

$5,700 for services performed in the public schools, the retirement allowance will be reduced by the amount received in excess of $5,700 (STRS Administrative Directive 80-2). Retirees employed pursuant to this policy shall be eligible to receive benefits pursuant to Article X of this Agreement in the manner and to the same extent as a full-time regular faculty member, if eligible under Article X, Section 7.

(e) Any faculty member who wishes to continue in partial employment after retirement at age 55 must renew such request to do so for each school year not later than December 31 prior to the beginning of each school year during which the faculty member desires this continued employment. Such contracts shall be renewed on an annual basis until the end of the academic year in which the faculty member reaches the age of seventy (70), so long as no faculty member participates in this program for more than ten consecutive years. Any year in which accumulated units are paid shall be considered as part of the ten year consecutive period.

(f) Retirees employed under this policy shall be subject to established evaluative procedures and will have normal access to due process under the law.

(g) The number of days for faculty on a day-based assignment is 28. In order not to exceed the maximum payment allowed by STRS, the unit assignment for faculty on a unit-based assignment shall be five (5) units. Accumulated units in excess of this amount will be accrued to a maximum of five units for any employee in this program. Such units may be utilized in a reduced assignment to a maximum of five units for a single year. Faculty will be required to attend in-service meetings, divisional meetings and other meetings as required by their division chairperson/director.

ARTICLE XXIV

UNIT STABILITY

1. Should any new positions be established or regular positions be reclassified during the term of this Agreement, the placement of those positions in or out of the bargaining unit shall be negotiated with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to the Public Employee Relations Board.

2. No position or job title in the present bargaining unit shall be altered during the term of this Agreement.

3. The District shall notify all faculty within the bargaining unit of all faculty and management vacancies within fourteen (14) calendar days of the President/Superintendent's first official notice of a vacancy.

ARTICLE XXV

MAINTENANCE OF BENEFITS

1. Existing rules, regulations, policies and procedures are amended to conform with the terms and provisions of this Agreement.

2. Those rules, regulations, policies and procedures subject to the terms and provisions of this agreement shall remain unchanged during the term of this agreement, unless changed by mutual agreement with the Association.

ARTICLE XXVI

STATUTORY CHANGES

1. If any provision of this Agreement or application hereof to any faculty member is held by the highest courts of the State or by a federal court to be contrary to law, or is in conflict with Federal or State orders, laws or regulations, then such provision or application will be deemed invalid, to the extent required by such court decision, order, law or regulation, but all other provisions or applications shall continue in full force and effect.

2. In the event an article, section, or provision is rendered void, the parties agree to meet within thirty (30) calendar days to negotiate only those specific article(s) impacted.

ARTICLE XXVII

MISCELLANEOUS CONDITIONS

1. UNEMPLOYMENT COMPENSATION - All faculty shall be eligible for unemployment compensation benefits as provided by law.

2. DEFENSE OF FACULTY MEMBER BY DISTRICT - If a faculty member or former faculty member requests a District defense against any claim or action against the faculty member for an injury arising out of an act or omission occurring within the scope of employment as an employee of the District, and such request is made in writing not less than ten (10) days before the day of trial, and the faculty member or former faculty member reasonably cooperates in good faith in the defense of the claim or action, District shall pay any judgment based thereon or any compromise or settlement of the claim or action to which District has agreed. If District conducts the defense of a faculty member or former faculty member against any claim or action with reasonable good faith cooperation,

District shall pay any judgment based thereon or any compromise or settlement of the claim or action to which District has agreed only if it is established that the injury arose out of any act or omission occurring in the scope of the employment of the faculty member or former faculty member as an employee of District.

In no event shall District pay such part of a claim or judgment as is for punitive or exemplary damages (Government Code, Section 825).

3. POLICY AND PROCEDURES MANUAL - The District shall have a policy and procedures manual containing such general information as is necessary to assist faculty members in the full and proper discharge of their professional responsibilities, and as is consistent with the terms of this Agreement and all other existing documents incorporated by reference herein.

   (a) Said manual shall not contradict the provision of this Agreement or any portions hereof.

   (b) The negotiating team and designated representatives of District shall review the Policy and Procedures Manual and update, revise, and redistribute manuals to all faculty, as necessary.

   (c) Upon appointment, each faculty member shall be provided with one (1) copy of this Agreement, and upon request a copy of the Manual.

   (d) As the Policy and Procedures Manual is revised, thereafter, it shall be reprinted by the District and distributed to each faculty member requesting same.

   (e) Whenever the Policy and Procedures Manual is first printed, or subsequently revised and reprinted, four (4) copies shall be supplied to the president of the Association by the District.

   (f) The District agrees to consult with the Association prior to any amendment, changes or elimination of present policies or procedures within the scope of negotiation. Such policies and procedures, including Section 6620 of the Manual, will be subject to the dispute settlement policy.

ARTICLE XXVIII

PUBLIC CHARGES

1. Complaints involving charges of sexual harrassment, crimes (whether felony or misdemeanor), or charges of discrimination will not be considered public charges under this Article. These charges will be pursued under appropriate Policies and Procedures

2. Any complaint about a faculty member shall be immediately investigated by the Superintendent-President or his designee. If the complaint appears to have substance, the complaint and the name of the person making the complaint must be provided to the faculty member within ten (10) working days of receipt of the complaint. If this is not done, the information received must be destroyed. Anonymous complaints must always be destroyed.

3. The complaint shall be put into writing, with the original submitted to the faculty member and a copy to the designated management person. Should the involved faculty member or the Superintendent-President or his designee believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the faculty member and a management representative shall schedule a meeting with the complainant. An Association representative may be present at said meeting, if so requested by the faculty member.

4. The faculty member may use non-classroom time for the purpose of initialing and dating the written complaint and preparing a written response to such complaint. The response shall be attached to the written complaint.

5. The written complaint and the attached response shall be placed in a dispute settlement file. If the faculty member challenges the truth of the allegations contained in the complaint, a grievance may be filed on that basis and a finding to the effect that such allegations are untrue shall result in the immediate destruction of all copies of the written complaint. The failure by the faculty member to file a grievance shall not be construed as an admission by the faculty member that the allegations contained in the complaint are true; however, the complaint and the response will be placed in the faculty member's personnel file.

6. The District shall not use a complaint as a basis for dismissal or refusal to reemploy a faculty member unless the complaint is placed in the faculty member's personnel file in accordance with the procedure outlined in Paragraph 5, above.

ARTICLE XXIX

RIGHTS AND RESPONSIBILITIES

1. Management Rights and Responsibilities

   It is understood that the District retains all rights, powers, and authority to direct and manage the operation of the College and its personnel except those rights, powers and authority specifically abridged, deleted, granted or modified by this Agreement.

2. Association Rights and Responsibilities

   Any of the rights, powers, or authority that the Association had prior to the signing of this Agreement are retained by the Association, except those specifically abridged, deleted, granted, or modified by this Agreement and any supplementary agreements that may hereafter be made.

3. Instructor Rights and Responsibilities

   An instructor's primary responsibility is to teach. To this end, an instructor shall perform in a professional manner at a level appropriate to the courses being taught and the capabilities of the students in classes. The faculty member is expected to be informed relative to the latest developments in areas of competence and responsibility. Faculty members shall familiarize themselves and act in accordance with the pertinent sections of the Education Code, Administrative Code and Policy and Procedures Manual.

4. Counselor and Librarian Rights and Responsibilities

   Counselors will endeavor to provide assistance to the student in program planning and guidance and in matters concerning personal and social adjustment. The counselor's primary responsibility is to assist the student in planning. The counselor is also responsible for providing assistance to the student in any other matter which is relevant to the student's welfare. Counselors will work cooperatively with other college staff members through individual and group efforts on matters pertaining to student welfare and effective instruction. Librarians shall comply with such of the duties of instructors as may be appropriate to their assignment and such other duties as may be assigned by the Director of Learning Resources. Counselors and librarians shall familiarize themselves and act in accordance with the pertinent sections of the Education Code, Administrative Code, and Policy and Procedures Manual.

ARTICLE XXX

SAVINGS

1. If any provision of this Agreement or application hereof to any faculty member is held by the highest court of the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

2. Should a provision or application be deemed invalid, as described in Paragraph 1, above, the District shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions hereof.

3. Any need to clarify the intended meaning of this Agreement is to be resolved by a joint management-bargaining unit committee.

4. By mutual agreement of the parties hereto at any time, any provision of this Agreement may be deleted or amended in whole or in part and new provisions may be added hereto, provided that any such agreement deleting, amending, or adding a provision is in writing duly signed by the parties hereto.

SIGNATURES

Signed this 8th day of January, 1985.

FOR THE DISTRICT:

Lawrence A. DeRicco
Lawrence A. DeRicco
President and Superintendent

Phillip N. Laughlin
Phillip N. Laughlin
Vice President, Instruction

Rasheeda Clawson
Rasheeda Clawson
Director of Personnel Services

Joseph Acosta
Joseph Acosta, President,
Board of Trustees
San Joaquin Delta Community
College District

FOR THE ASSOCIATION:

Richard Bullard
Negotiations Chairperson

Dina Beckwith
Dina Beckwith

Sandra M. Cruz
Sandra Cruz

J. Patrick Doyle
J. Patrick Doyle

Ivan Hitt
Ivan Hitt

G. Robert Montague
G. Robert Montague

I Gershon Rosen
I. Gershon Rosen

Wesley Steyer
Wesley Steyer

John Walker
John Walker
President
San Joaquin Delta College
Teachers Association/CTA/NEA

APPENDIX A

SALARY SCHEDULES

1984-85 **ADJUSTED**

CERTIFICATED SALARY SCHEDULE

San Joaquin Delta Community College District

	I	II	III	IV	V	VI
TYPE 1	Community College Credential	CCC plus 45	CCC plus 60	CCC with BA plus 15	CCC with BA plus 60	Earned Doctor's Degree
TYPE 2	BA	BA + 30	MA	MA with 45	MA with 60	Earned Doctor's Degree
1	21,652	22,570	23,790	24,736	25,843	26,933
2	22,866	23,802	25,023	25,980	27,099	28,107
3	24,086	25,029	26,254	27,221	28,353	29,287
4	25,303	26,256	27,484	28,466	29,609	30,464
5	26,517	27,483	28,714	29,709	30,864	31,642
6	27,737	28,710	29,945	30,952	32,121	32,818
7	28,948	29,937	31,175	32,195	33,376	33,996
8	30,167	31,161	32,409	33,438	34,633	35,173
9	31,385	32,387	33,638	34,681	35,887	36,354
10		33,616	34,867	35,923	37,142	37,530
11			36,099	37,168	38,396	38,709
				38,411	39,652	39,885
					40,908	41,064
						42,239
		INCLUDING LONGEVITY INCREMENT:				
1	32,172	34,458	37,004	39,373	41,933	43,297
2	32,958	35,301	37,908	40,336	42,957	44,355
3	33,745	36,143	38,813	41,298	43,982	45,413

Effective July 1 of the thirteenth year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 2½% will be added to the employee's base salary.

Effective July 1 of the seventeenth year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 5% will be added to the employee's base salary.

Effective July 1 of the twenty-first year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 7½% will be added to the employee's base salary.

1984-85 ADJUSTED

HOURLY SALARY SCHEDULE

San Joaquin Delta Community College District

TYPE 1	Community College Credential	CCC plus 45	CCC plus 60	CCC with BA plus 15	CCC with BA plus 60	Earned Doctor's Degree
TYPE 2	BA	BA + 30	MA	MA with 45	MA with 60	Earned Doctor's Degree
1	21.65	22.57	23.79	24.74	25.84	26.93
2	22.87	23.80	25.02	25.98	27.10	28.11
3	24.09	25.03	26.25	27.22	28.35	29.29
4	25.30	26.26	27.48	28.47	29.61	30.46
5	26.52	27.48	28.71	29.71	30.86	31.64
6	27.74	28.71	29.95	30.95	32.12	32.82
7	28.95	29.94	31.18	32.20	33.38	34.00

Teacher Experience

Day College, Evening College or Summer:

1-2 Semesters	Step 1
3-4 Semesters	Step 2
5-6 Semesters	Step 3
7-8 Semesters	Step 4
9-10 Semesters	Step 5
11-12 Semesters	Step 6
All over 12 semesters	Step 7

NO OUTSIDE TEACHING IS HONORED

EACH SUMMER SESSION COUNTS AS A SEMESTER'S EXPERIENCE

NON-CREDIT CLASSES ARE LIMITED TO CLASS 1

1984-85 UNADJUSTED

CERTIFICATED SALARY SCHEDULE

San Joaquin Delta Community College District

	I	II	III	IV	V	VI
TYPE 1	Community College Credential	CCC plus 45	CCC plus 60	CCC with BA plus 15	CCC with BA plus 60	Earned Doctor's Degree
TYPE 2	BA	BA + 30	MA	MA with 45	MA with 60	Earned Doctor's Degree
1	21,733	22,651	23,871	24,817	25,924	27,014
2	22,947	23,883	25,104	26,061	27,180	28,188
3	24,167	25,110	26,335	27,302	28,434	29,368
4	25,384	26,337	27,565	28,547	29,690	30,545
5	26,598	27,564	28,795	29,790	30,945	31,723
6	27,818	28,791	30,026	31,033	32,202	32,899
7	29,029	30,018	31,256	32,276	33,457	34,077
8	30,248	31,242	32,490	33,519	34,714	35,254
9	31,466	32,468	33,719	34,762	35,968	36,435
10		33,697	34,948	36,004	37,223	37,611
11			36,180	37,249	38,477	38,790
				38,492	39,733	39,966
					40,989	41,145
						42,320
		INCLUDING LONGEVITY INCREMENT:				
1	32,253	34,539	37,085	39,454	42,014	43,378
2	33,039	35,382	37,989	40,417	43,038	44,436
3	33,826	36,224	38,894	41,379	44,063	45,494

Effective July 1 of the thirteenth year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 2½% will be added to the employee's base salary.

Effective July 1 of the seventeenth year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 5% will be added to the employee's base salary.

Effective July 1 of the twenty-first year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 7½% will be added to the employee's base salary.

1984-85 **UNADJUSTED**

HOURLY SALARY SCHEDULE

San Joaquin Delta Community College District

TYPE 1	Community College Credential	CCC plus 45	CCC plus 60	CCC with BA plus 15	CCC with BA plus 60	Earned Doctor's Degree
TYPE 2	BA	BA + 30	MA	MA with 45	MA with 60	Earned Doctor's Degree
1	21.73	22.65	23.87	24.82	25.92	27.01
2	22.95	23.88	25.10	26.06	27.18	28.19
3	24.17	25.11	26.34	27.30	28.43	29.37
4	25.38	26.34	27.57	28.55	29.69	30.55
5	26.60	27.56	28.80	29.79	30.95	31.72
6	27.82	28.79	30.03	31.03	32.20	32.90
7	29.03	30.02	31.26	32.28	33.46	34.08

Teacher Experience

Day College, Evening College or Summer:

1-2 Semesters	Step 1
3-4 Semesters	Step 2
5-6 Semesters	Step 3
7-8 Semesters	Step 4
9-10 Semesters	Step 5
11-12 Semesters	Step 6
All over 12 semesters	Step 7

NO OUTSIDE TEACHING IS HONORED

EACH SUMMER SESSION COUNTS AS A SEMESTER'S EXPERIENCE

NON-CREDIT CLASSES ARE LIMITED TO CLASS 1

1984-85 REPORTED UNADJUSTED

CERTIFICATED SALARY SCHEDULE

San Joaquin Delta Community College District

	I	II	III	IV	V	VI
TYPE 1	Community College Credential	CCC plus 45	CCC plus 60	CCC with BA plus 15	CCC with BA plus 60	Earned Doctor's Degree
TYPE 2	BA	BA + 30	MA	MA with 45	MA with 60	Earned Doctor's Degree
1	21,532	22,441	23,650	24,588	25,684	26,764
2	22,734	23,662	24,871	25,820	26,929	27,927
3	23,943	24,878	26,091	27,050	28,171	29,097
4	25,149	26,093	27,310	28,282	29,415	30,262
5	26,352	27,309	28,528	29,514	30,659	31,429
6	27,560	28,524	29,748	30,745	31,904	32,594
7	28,761	29,740	30,967	31,977	33,148	33,762
8	29,967	30,953	32,189	33,209	34,393	34,928
9	31,174	32,167	33,406	34,440	35,635	36,098
10		33,385	34,624	35,671	36,879	37,263
11			35,845	36,904	38,121	38,431
				38,136	39,365	39,596
					40,610	40,764
						41,928
		INCLUDING LONGEVITY INCREMENT:				
1	31,953	34,220	36,741	39,089	41,625	42,976
2	32,733	35,054	37,637	40,043	42,641	44,024
3	33,512	35,889	38,533	40,996	43,656	45,073

Effective July 1 of the thirteenth year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 2½% will be added to the employee's base salary.

Effective July 1 of the seventeenth year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 5% will be added to the employee's base salary.

Effective July 1 of the twenty-first year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 7½% will be added to the employee's base salary.

1984-85 REPORTED UNADJUSTED

HOURLY SALARY SCHEDULE

San Joaquin Delta Community College District

TYPE 1	Community College Credential	CCC plus 45	CCC plus 60	CCC with BA plus 15	CCC with BA plus 60	Earned Doctor's Degree
TYPE 2	BA	BA + 30	MA	MA with 45	MA with 60	Earned Doctor's Degree
1	21.53	22.44	23.65	24.59	25.68	26.76
2	22.73	23.66	24.87	25.82	26.93	27.93
3	23.94	24.88	26.09	27.05	28.17	29.10
4	25.15	26.09	27.31	28.28	29.42	30.26
5	26.35	27.31	28.53	29.51	30.66	31.43
6	27.56	28.52	29.75	30.75	31.90	32.59
7	28.76	29.74	30.97	31.98	33.15	33.76

Teacher Experience

Day College, Evening College or Summer:

1-2 Semesters	Step 1
3-4 Semesters	Step 2
5-6 Semesters	Step 3
7-8 Semesters	Step 4
9-10 Semesters	Step 5
11-12 Semesters	Step 6
All over 12 semesters	Step 7

NO OUTSIDE TEACHING IS HONORED

EACH SUMMER SESSION COUNTS AS A SEMESTER'S EXPERIENCE

NON-CREDIT CLASSES ARE LIMITED TO CLASS 1

APPENDIX B

TRAVEL AND MILEAGE

TRAVEL REQUEST

1. All required information on the Travel Request form should be completed. If an advance is required, it should be noted on the request form. If advance payments to hotels, for registration, etc., are required, the proper information (registration forms, hotel literature, etc.) showing the amount to be paid, the payee and address MUST be attached to the Travel Request. Employees using personal funds to make advance arrangements, will not be reimbursed until the travel claim (which is turned in after the trip) is processed and appropriate receipts are attached. Employees using personal funds to make advance arrangements MUST indicate these payments on the Travel Request form to avoid duplicate payments. All AIR transportation must be arranged through the District's Purchasing Department.

   Request for travel outside the State of California must be approved by the President/Superintendent. The amount allowed for transportation shall be $195.00.

   If substitute will be needed, forms for "permission to be absent" should be completed and should accompany the Travel Request.

2. The Travel Request should be submitted to the employee's DIVISION or DEPARTMENT HEAD for approval. This should be done not less than five (5) working days prior to the trip.

3. The approved Travel Request should then be routed to the Budget Officer for Classified employees or the Vice President, Instruction for Certificated Employees. If approved, the Vice President, Instruction will then forward the Certificated request to the Budget Officer.

4. After the Travel Request has been processed, the Transportation Clerk will send the requestor a copy of the processed request which will indicate all payments made. If an advance was required, the requestor will be informed when to come to the Accounting Office to sign for the check.

TRAVEL CLAIM

1. Claims for Travel Reimbursement must be submitted within seven (7) working days after the trip is completed, to the Transportation Clerk.

2. Receipts must be attached to the claim as required.

3. The report area of the Travel Request must be completed and submitted to the Instruciton Office for Certificated employees or the Transportation Office for Classified employees.

4. The requestor will receive the travel check in approximately one week.

CLAIMS FOR TRAVEL EXPENSE

Actual and necessary travel expenses shall be allowed and paid in accordance with the following rules:

1. Expense accounts while traveling at the expense of the District shall show the purpose of the trip.
2. All expense accounts shall be properly itemized, accompanied by the necessary vouchers and approved by the duly authorized officer.
3. Established charges by common carriers or terminal stations for the handling or transportation of necessary personal or official baggage will be allowed. No other personal expense shall be claimed.

Receipts for vouchers shall be submitted for every Item of expense except as follows:

1. Railroad fares and stage fares where the fares are available in published tariffs and travel is wholly within the State.
2. Meals.
3. Street car, ferry fares, bridge and road tolls.
4. Long distance telephone or telegraph charges unless in excess of $3.85.
5. Taxi or hotel bus fares, when necessary upon official business.
6. All legal expenditures of $2.20 or less.

HOTELS

1. Receipts for lodging, European Plan, or board and lodging, American Plan, shall be furnished and shall show the dates for which the charge is made. Reimbursement shall be made for actual lodging expense.
2. Full reimbursement will be allowed while registered at conference headquarters. If, due to causes beyond the control of the individual, it is necessary to obtain accommodations other than at the conference headquarters hotel, full reimbursement will be allowed. If the individual chooses to obtain accommodations other than at the conference headquarters, the individual will receive full reimbursement, not to exceed cost of conference headquarters. Substantiating statement must be attached to travel claim.

MEALS

1. The maximum allowance for meals is $22.64 per day.
2. The amount expended for any particular meal is left to the discretion of the individual, but the total for all meals shall not exceed the applicable maximum allowance. It is not necessary to detail the cost of meals. Meals may be averaged out on a daily basis or they may be averaged for the entire period a person is away.

If separate meals are charged, a maximum of:

$ 4.32	Breakfast
6.62	Lunch
12.78	Dinner

is fixed unless the individual is attending a conference and the meal is considered part of the program. In such case, full reimbursement will be allowed.

3. Expense accounts shall show time of departure from and return to the College. Should the time of departure be after 7 a.m., or time of return be prior to 7 a.m., no allowance for breakfast may be claimed. Should the time of departure be after 12 noon or the time of return prior to 12 noon, no allowance for lunch may be claimed. Should the time of departure be after 7 p.m., or time or return be prior to 7 p.m., no allowance for dinner may be claimed.

RAILROAD TRANSPORTATION

1. No more than actual fare on any transportation service, in accordance with the latest tariffs at the time the trip was made, shall be allowed. Special rates and round-trip rates shall be used whenever possible.

2. One berth for each person or "roomette" accommodations will be allowed.

3. Unusual delay or a deviation from the shortest, usually travelled route, shall be explained. If due to causes beyond the control of the individual, the additional expenses may be allowed.

AIRPLANE TRAVEL

Claims for airplane travel shall be allowed when in conformity with the latest regular published airplane tariffs. When more than one class of air travel is available, the district will pay tourist class only. All air transportation must be arranged through the District's Purchasing Department.

Air travel by college district employees, approved in accordance with Board policy, is to be limited to flights on regular scheduled airlines.

College staff shall not pilot or charter personal or private aircraft, or any variation thereof, when traveling within the scope of their employment on behalf of San Joaquin Delta College. This method of travel is not covered by district liability insurance and is in direct violation of district procedure.

AUTOMOBILE TRAVEL

1. In cases where authorized travel is by district-owned automobile, actual and necessary travel expense shall not include mileage expense. District vehicles should be requested as early as possible after approved Travel Request is received. Vehicles are to always be picked up and returned to the vehicle parking area. The Transportation Clerk is to be notified of all cancellations as soon as possible due to the heavy demand for vehicle use.

2. Mileage for privately owned automobiles is allowed. Rate of reimbursement is listed in D. below.

3. Ferry, bridge, or toll charges may be claimed in addition to mileage allowances.

4. Mileage reimbursement will be limited to the amount equivalent to airplane transportation.

5. Mileage for rental automobiles is allowed for the least expensive rental available.

INCIDENTAL TRAVELING EXPENSES

A maximum allowance of $3.25 may be claimed, without itemization for incidental traveling expenses during each 24 hours, or major fraction thereof, starting at time of departure from and ending with return to college. A major fraction of 24 hours is defined as 12 or more hours.

IN-DISTRICT MILEAGE

The following rules apply to requests for reimbursement for travel within the district when no district vehicle is provided:

1. Travel allowances shall be paid any employee assigned to more than one area in the district on a regular contract assignment or whose assignment requires the use of his car to visit various locations within the district. He shall be paid for the use of his own automobile at the mileage rate approved for the district (20.5¢ per mile). Distances allowed will be those between areas or other locations to which he is assigned. This allowed distance is between home and assignment or between assignment and school, whichever is less.

2. For the 1985-86 and 1986-87 college years, the mileage rate will be 20.5¢ per mile, or such greater amount as allowed by IRS Regulations.

TRAVEL ADVANCE POLICY

Advance Payment of Travel Expenditures

Advance payments of travel expenditures will be paid by the Travel Request procedure. The proper forms and information showing the amount, payee and address should be attached to the Travel Request.

A. Only the first nights lodging will be paid unless otherwise required by the hotel.

B. Registration will be paid in full.

C. Air fare will be handled through the regular purchase order process. A copy of the approved travel request must be attached to the requisition.

Cash Advances

A. Allowable Prepayment for Trip:

1. Registration (paid to conference) 100%
2. Hotel Allowance (paid to hotel, first nights lodging)

B. Cash Advance to Individual:

1. Hotel Allowance (if additional nights required)	$________
2. Meal Allowance	________
3. Miscellaneous Allowance	________
Sub-Total	$________
	Times 80%
	________
Paid to Individual	$________

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APPENDIX C - COLLEGE CALENDAR

CALENDAR COLLEGE YEAR 1984-85

Month	State School Holidays	Holidays Declared by Board of Trustees	Days Taught	Total Holidays
Sep. 6 - Sep. 30			17	0
Oct. 1 - Oct. 31			23	0
Nov. 1 - Nov. 30	Nov. 12 - Veterans Day Nov. 22 - Thanksgiving Day	Nov. 23	19	3
Dec. 1 - Dec. 31	Dec. 25 - Christmas Day	Dec. 20, 21, 24, 26, 27, 28, 31	13	8
Jan. 1 - Jan. 31	Jan. 1 - New Year's Day Jan. 15 - Martin Luther King Day	Jan. 25, 28, 29, 30, 31	16	7
Feb. 1 - Feb. 28	Feb. 11 - Lincoln Day Feb. 18 - Washington Day	Feb. 1	17	3
Mar. 1 - Mar. 31			21	0
Apr. 1 - Apr. 30		Apr. 1, 2, 3, 4, 5	17	5
May 1 - May 31	May 27 - Memorial Day		22	1
June 1 - June 14			10	0
		TOTAL DAYS	175	24

First Semester: Sep. 6 - Jan. 24 - 88
Second Semester: Feb. 4 - June 14 - 87

Opening of Year: Thursday, September 6, 1984
Closing of Year: Friday, June 14, 1985
Commencement: Saturday, June 15, 1985

All certificated personnel are to be on duty September 4, 5, 1984, and January 25, 1985. These days may be used for opening faculty meeting, in-service training sessions and class preparation. All certificated personnel will attend commencement on Saturday, June 15, 1984. Division Chairpersons and Directors are to be on duty Monday, August 27 and until June 21, 1985. New instructors will be on duty for Orientation Days, August 29 and 30, 1984.

Offices Closed: All State school holidays, November 23, and December 20-31, 1984. If a college day is cancelled for any reason in the fall semester, Saturday, January 12, 1985 will become a college day. If a college day is cancelled due to any cause in the spring Semester, Saturday, June 1, 1985, will become a college day and the schedule for the lost day would be followed.

APPENDIX D

EXTRA DUTY COMPENSATION

1. Additional Salary Compensation

    a. Agriculture and Natural Resources instructors, Summer Duty. The per diem of .326% of the annual contract per day.

    b. Assistant Football Coaches (2) - 5% of their annual contract.

    c. Head Basketball Coach - 10% of total contract.

    d. Head Football Coach - 10% of total contract.

    e. Drama instructors and music instructors will be paid for four hours a day five (5) days a week when productions are rehearsed and staged during the summer.

2. Units of Released Time

    a. Academic Senate - Fully compensated released time of ten (10) units taken from annual contract.

    b. Instrumental Music - Fully compensated released time of two (2) units per year for the purpose of inspection and maintenance of instrumental music instruments.

APPENDIX E

TEACHER UNITS

1. Teacher units will be awarded for each course offered by the college in accordance with the list now on file in the Office of the Vice President, Instruction. Any changes in said list must be agreed to by the District and Association.

2. Some instructors in the Technical Arts Division will be assigned between 18 and 25 hours (maximum). In no event will an instructor be assigned more than four (4) preparations (exclusive of sequential courses usually grouped together). Any such assignment will be determined on the basis of teacher units.

3. Instructor units for forum classes will be awarded on the following basis:

a. Lecture	2 x scheduled class meetings
b. Lecture-Seminar	1 x number of seminars scheduled plus 2 x lecture hours

APPENDIX F - EVALUATION

Certificated Employees Evaluation: Instructor

DEFINITIONS:

OUTSTANDING - Excellent; consistently superior performance.
(comments recommended)

EXCEEDS MOST STANDARDS - Performance usually above expected level.

SATISFACTORY - Performance complies with what is expected according to the Education Code and contract agreements.

NEEDS SOME IMPROVEMENT - Performance is below what is expected according to the Education Code and contract agreements.
(specific comments required)

UNSATISFACTORY - Performance is unsatisfactory and fails to meet what is expected according to the Education Code and contract agreements.
(specific comments required)

EVALUATION CRITERIA: INSTRUCTOR

The following are criteria that a division chairperson should discuss with the certificated staff member in a pre-evaluation conference to determine applicability. All items are not relevant to every instructor or appropriate to all subject areas. Specific items may be added to or deleted from the list by mutual agreement of the evaluator and the person being evaluated.

1. Instructional competence, such as:
   - a. teaching method(s)
   - b. classroom delivery
   - c. provision for students' learning differences
   - d. instructional aid(s)
   - e. encouragement of questions and comments from students
   - f. encouragement of independent and divergent thinking
   - g. control of classroom environment

2. Subject matter competence:
   - a. updates course materials
   - b. updates knowledge of subject matter, such as:
     - (1) courses, workshops, visitations
     - (2) professional and technical literature
     - (3) field work, research, job experience

3. Methods of student evaluation:

   a. examination practices, such as:
      (1) updated exams
      (2) varied types of questions
      (3) guidance of students' preparation for exams
      (4) test congruency with teaching methods and subject matter
      (5) use of exams as teaching tool
      (6) prompt return of exams

   b. alternate methods of evaluation, such as:
      (1) manipulative skills, performance tests
      (2) oral exams
      (3) term papers, projects, etc.

4. Responsibility:

   a. class preparation

   b. punctuality
      (1) classes
      (2) meetings
      (3) office hours

   c. office hours
      (1) maintains
      (2) encourages student access

   d. management of facilities, such as:
      (1) locking doors
      (2) turning out lights
      (3) cleanliness and orderliness

   e. supervision of classroom and/or laboratory

   f. attends scheduled meetings

   g. classroom equipment
      (1) supervision
      (2) working order
      (3) storage

   h. films and supplies
      (1) ordered in advance
      (2) returned on time

5. Required forms as stated in contract:

   a. on time
   b. complete and accurate
   c. clearly stated and realistic information

6. Relationship with students:

   a. courteousness
   b. rapport
   c. keeps appointments

7. Relationship with staff:

   a. courteousness
   b. cooperation

8. Enthusiasm:

   a. attitude
   b. try new ideas or equipment

9. Professional or community activities, such as:

   a. faculty organizations
   b. faculty committees
   c. professional organizations
   d. community activities
   e. advisor for student club or organization

CERTIFICATED EMPLOYEES EVALUATION REPORT - INSTRUCTOR

CONTRACT ______
REGULAR ______
HOURLY ______
OTHER ______

NAME ______________________________

DIVISION ______________________________

	Outstanding	Exceeds Most Standards	Satisfactory	Needs Some Improvement	Unsatisfactory	
1. Instructional Competence	☐	☐	☐	☐	☐	Comments:
2. Subject Matter Competence	☐	☐	☐	☐	☐	Comments:
3. Methods of Student Evaluation	☐	☐	☐	☐	☐	Comments:
4. Responsibility	☐	☐	☐	☐	☐	Comments:
5. Required Forms	☐	☐	☐	☐	☐	Comments:
6. Relationship with Students	☐	☐	☐	☐	☐	Comments
7. Relationship with Staff	☐	☐	☐	☐	☐	Comments:
8. Enthusiasm	☐	☐	☐	☐	☐	Comments:
9. Professional or Community Activities	☐	☐	☐	☐	☐	Comments:

1. Pre-Conference Date __________ Time ______ Room __________

Comments:

2. Formal Classroom Visitation Date________ Time ________ Room________

Comments:

3. Follow-Up Conference Date________ Time ________ Room________

Comments:

4. Suggestions or Recommendations:

5. Instructor's Comments:

6. Instructor Review:

I have reviewed this evaluation, but my signature does not necessarily indicate my agreement with the evaluation. I acknowledge the receipt of a copy at this time and understand I will receive a completed copy after sign off by the Vice President, Instruction, indicating review of the original prior to placement in my personnel file.

________ Date ________ Instructor

________ Date ________ Evaluator

7. Review by the Vice President, Instruction.

____

________ Date ________ Vice President, Instruction

____

cc: Original to File
Copy to Instructor

Date to File ________
Date to Instructor ________

OI:10/27/83

Certificated Employees Evaluation: Librarian

DEFINITIONS:

OUTSTANDING - Excellent; consistently superior performance. (comments recommended)

EXCEEDS MOST STANDARDS - Performance usually above expected level.

SATISFACTORY - Performance complies with what is expected according to the Education Code and contract agreements.

NEEDS SOME IMPROVEMENT - Performance is below what is expected according to the Education Code and contract agreements. (specific comments required)

UNSATISFACTORY - Performance is unsatisfactory and fails to meet what is expected according to the Education Code and contract agreements. (specific comments required)

EVALUATION CRITERIA: LIBRARIAN

The following are criteria that a division chairperson should discuss with the certificated staff member in a pre-evaluation conference to determine applicability. All items are not relevant to every librarian or appropriate to all professional duties. Specific items may be added to or deleted from the list by mutual agreement of the evaluator and the person being evaluated.

1. Professional competence:
   a. updates knowledge of service skills, such as:
      (1) courses, workshops, visitations
      (2) professional and technical literature
      (3) field work, research, job experience
   b. familiarity with library holdings
      (1) book collection
      (2) periodicals
      (3) audio-visual materials
2. Reference competence, such as:
   a. conducting the reference interview
   b. teaching method(s)
   c. provision for students' learning differences
   d. reference tools
   e. encouragement of questions and comments from students and faculty
   f. encouragement of independent and divergent research
   g. control of library environment
   h. knowledge of subject matter

3. Supervisory competence:

    a. accessibility
    b. communication
    c. judgment
    d. fairness
    e. maturity
    f. organization
    g. initiative

4. Responsibility:

    a. preparation

    b. punctuality
        (1) reference desk
        (2) meetings
        (3) reports and projects

    c. management of facilities, such as:

        (1) locking doors
        (2) turning out lights
        (3) cleanliness and orderliness

    d. attends scheduled meetings

    e. library equipment
        (1) supervision
        (2) working order
        (3) operation

    f. supplies
        (1) ordered in advance
        (2) used judiciously

5. Required forms as stated in contract:

    a. on time
    b. complete and accurate
    c. clearly stated and realistic information

6. Relationship with students and faculty:

    a. courteousness
    b. rapport
    c. encourages use of services

7. Relationship with library staff:

    a. courteousness
    b. cooperation

8. Enthusiasm:

   a. attitude
   b. try new ideas or equipment

9. Professional or community activities, such as:

   a. faculty organizations
   b. faculty committees
   c. professional organizations
   d. community activities
   e. advisor for student club or organization

CERTIFICATED EMPLOYEES EVALUATION REPORT - LIBRARIAN.

CONTRACT ____ REGULAR ____ HOURLY ____ OTHER ____	Outstanding	Exceeds Most Standards	Satisfactory	Needs Some Improvement	Unsatisfactory	NAME: ____ DIVISION: ____
1. Professional Competence						Comments:
2. Reference Competence						Comments:
3. Supervisory Competence						Comments:
4. Responsibility						Comments:
5. Required Forms						Comments:
6. Relationship with Students and faculty						Comments:
7. Relationship with Staff						Comments:
8. Enthusiasm						Comments:
9. Professional or Community Activities						Comments:

1. Pre-Conference Date__________ Time________ Room______

Comments:

2. Formal Classroom Visitation Date__________ Time________ Room______

Comments:

3. Follow-Up Conference Date__________ Time________ Room______

Comments:

4. Suggestions or Recommendations:

5. Instructor's Comments:

6. Instructor Review:

I have reviewed this evaluation, but my signature does not necessarily indicate my agreement with the evaluation. I acknowledge the receipt of a copy at this time and understand I will receive a completed copy after sign off by the Vice President, Instruction, indicating review of the original prior to placement in my personnel file.

______________ Date	______________________ Instructor
______________ Date	______________________ Evaluator

7. Review by the Vice President, Instruction

______________ Date	______________________ Vice President, Instruction

cc: Original to File
Copy to Instructor

Date to File______________
Date to Instructor ______________

9/20/83

Certificated Employees Evaluation: Counselor

DEFINITIONS:

OUTSTANDING - Excellent; consistently superior performance. (comments recommended)

EXCEEDS MOST STANDARDS - Performance usually above expected level.

SATISFACTORY - Performance complies with what is expected according to the Education Code and contract agreements.

NEEDS SOME IMPROVEMENT - Performance is below what is expected according to the Education Code and contract agreements. (specific comments required)

UNSATISFACTORY - Performance is unsatisfactory and fails to meet what is expected according to the Education Code and contract agreements. (specific comments required)

EVALUATION CRITERIA: COUNSELOR

The following are criteria that a division chairperson should discuss with the certificated staff member in a pre-evaluation conference to determine applicability. All items are not relevant to every instructor or appropriate to all subject areas. Specific items may be added to or deleted from the list by mutual agreement of the evaluator and the person being evaluated.

1. Instructional competence, such as: (Guidance 10)
    - a. teaching method(s)
    - b. classroom delivery
    - c. provision for students' learning differences
    - d. instructional aid(s)
    - e. encouragement of questions and comments from students
    - f. encouragement of independent and divergent thinking
    - g. control of classroom environment

2. Subject matter competence: (Guidance 10)
    - a. updates course materials
    - b. updates knowledge of subject matter, such as:
        - (1) courses, workshops, visitations
        - (2) professional and technical literature
        - (3) field work, research, job experience

3. Methods of student evaluation: (Guidance 10)

   a. examination practices, such as:
      (1) updated exams
      (2) varied types of questions
      (3) guidance of students' preparation for exams
      (4) test congruency with teaching methods and subject matter
      (5) use of exams as teaching tool
      (6) prompt return of exams

   b. alternate methods of evaluation, such as:

      (1) manipulative skills, performance tests
      (2) oral exams
      (3) term papers, projects, etc.

4. Responsibility: (Guidance 10)

   a. class preparation

   b. punctuality
      (1) classes
      (2) meetings
      (3) office hours

   c. office hours
      (1) maintains
      (2) encourages student access

   d. management of facilities, such as:
      (1) locking doors
      (2) turning out lights
      (3) cleanliness and orderliness

   e. supervision of classroom and/or laboratory

   f. attends scheduled meetings

   g. classroom equipment
      (1) supervision
      (2) working order
      (3) storage

   h. films and supplies
      (1) ordered in advance
      (2) returned on time

5. Required forms as stated in contract:

   a. on time
   b. complete and accurate
   c. clearly stated and realistic information

6. Relationship with students:

   a. courteousness
   b. rapport
   c. keeps appointments

7. Relationship with staff:

   a. courteousness
   b. cooperation

8. Enthusiasm: (Guidance 10)

   a. attitude
   b. try new ideas or equipment

9. Professional or community activities, such as:

   a. faculty organizations
   b. faculty committees
   c. professional organizations
   d. community activities
   e. advisor for student club or organization

10. Educational and vocational counseling:

    a. transferability of courses
    b. degree and major requirements
    c. transfer requirements for LD & UD
    d. admission procedures
    e. vocational information
    f. test information
    g. program planning
    h. specialization, i.e., of programs and requirements offered at Delta

11. Personal and social counseling:

    a. accepting
    b. casually accepting
    c. demanding
    d. protecting
    e. rejecting

12. Articulation

    a. SJDC divisions
    b. other schools
    c. other community agencies

CERTIFICATED EMPLOYEES EVALUATION REPORT - COUNSELOR

CONTRACT ______
REGULAR ______
HOURLY ______
OTHER ______

NAME ______________________

DIVISION ______________________

	Outstanding	Exceeds Most Standards	Satisfactory	Needs Some Improvement	Unsatisfactory	
1. Instructional Competence	☐	☐	☐	☐	☐	Comments:
2. Subject Matter Competence	☐	☐	☐	☐	☐	Comments:
3. Methods of Student Evaluation	☐	☐	☐	☐	☐	Comments:
4. Responsibility	☐	☐	☐	☐	☐	Comments:
5. Required Forms	☐	☐	☐	☐	☐	Comments:
6. Relationship with Students	☐	☐	☐	☐	☐	Comments:
7. Relationship with Staff	☐	☐	☐	☐	☐	Comments:
8. Enthusiasm	☐	☐	☐	☐	☐	Comments:
9. Professional or Community Activities	☐	☐	☐	☐	☐	Comments:
10. Educational & Vocational Counseling	☐	☐	☐	☐	☐	Comments:
11. Personal & Social Counseling	☐	☐	☐	☐	☐	Comments:
12. Articulation	☐	☐	☐	☐	☐	Comments:

1. Pre-Conference Date __________ Time ________ Room ______

Comments:

2. Formal Classroom Visitation Date __________ Time ________ Room ______

Comments:

3. Follow-Up Conference

Comments:

4. Suggestions or Recommendations:

5. Instructor's Comments:

6. Instructor Review:

I have reviewed this evaluation, but my signature does not necessarily indicate my agreement with the evaluation. I acknowledge the receipt of a copy at this time and understand I will receive a completed copy after sign off by the Vice President, Instruction, indicating review of the original prior to placement in my personnel file.

__________ Date __________________ Instructor

__________ Date __________________ Evaluator

7. Review by the Dean of Student Services

__________ Date __________________ Dean of Student Services

8. Review by the Vice President, Instruction

__________ Date __________________ Vice President, Instruction

cc: Original to File
Copy to Instructor

Date to File __________
Date to Instructor __________

9/20/83

DUE PROCESS

(This form is to be discussed with the faculty member.)

FACULTY MEMBER ______________________________ DATE ____________

DIVISION ______________________________ POSITION ____________

DIVISION CHAIRPERSON ______________________________

A. Problem/Situation ______________________________

____

____

____

____

____

B. Suggestions Made to Employee for Improvement and Expected Outcome ______

____

____

____

____

____

____

C. Time ______________________________

Date of Follow-up Discussion ______________________________

____________ ______________________________

Date Division Chairperson/Director

I have read and understand the above.

____________ ______________________________

Date Faculty Member

Copies to: Faculty Member
Personnel File
Division Chairperson/Director

APPENDIX G

GRIEVANCE & AFFIRMATIVE ACTION APPEAL FORMS

SAN JOAQUIN DELTA COLLEGE GRIEVANCE FORM

NAME______________________ LOCATION______________________

Brief Statement of Grievance
(Written statement must be filed within 20 days from the date of occurence.)

(1) Date of Event Creating Dispute
____

Relief Sought:

Step I - Informal Meeting
If settlement is not reached informally with immediate supervisor, grievant should proceed to Step II.

Step II

Received by:______________________
Immediate Supervisor

Findings:

(1) Date Received:__________
Must be within 20 calendar days of occurrence.

(2) Date of Meeting:__________

(3) Date Completed:__________
Written decision must be within 10 calendar days of (1)

Step III

Received by:______________________
Appropriate Dean or Vice President

Findings:

(4) Date Received:__________
Must be within 10 calendar days of (3)

(5) Date of Meeting:__________
Must be within 10 calendar days of (4)

(6) Date Completed:__________
Written decision must be within 10 calendar days of (5)

Step IV

Received by:______________________
President

Hearing Officer selected

Hearing:

(7) Date Received:__________
Must be within 30 calendar days of (6)

(8) Date selected:__________
Must be within 5 calendar days of (7)

(9) Date of Hearing:__________
Must be within 10 days from agreement on Hearing Officer (8)

Hearing Officer Decision Received:

____
President

(10) Date Received:__________
Must be within 10 days of hearing

President's Decision Completed

(11) Date Filed:__________
Must be within 10 calendar days of (10)

Optional Step IV
Received by:______________________
President

Board Hearing:

Board Decision:

(12) Date Received:__________
Must be within 30 calendar days of (6)

(13) Date of Hearing:__________

(14) Date of Decision:__________

San Joaquin Delta Community College District

SAN JOAQUIN DELTA COLLEGE AFFIRMATIVE ACTION APPEAL FORM

PROCEDURES

STEP I: INFORMAL RESOLUTION (Must be conducted within 30 days of notification of the alleged discriminatory action.)

STEP II: (Appeal must be submitted to Designated Compliance Officer within 5 working days after termination of STEP 1. The District Compliance Officer will notify RESPONSIBLE MANAGER)

(1) Date received by District Compliance Officer: ________
(2) Date received by Responsible Manager: ________
(3) Date of conference with involved parties: ________
(4) Date decision forwarded to claimant and District Compliance Officer: ________ (Must be w/in 10 working days of #1)

DECISION: (attach supplemental sheet(s) if necessary)

____
____
____
____

STEP III: (Appeal must be submitted to VICE PRESIDENT, INSTRUCTION w/in 2 working days of receipt of manager's written decision.)

(1) Date received: ________
(2) Date of conference w/complainant: ________ (Must be w/in 10 working days of #1)
(3) Date decision forwarded to complainant and Designated Compliance Officer ________ (Must be w/in 2 working days of #2)

DECISION: (attach supplemental sheet(s) if necessary)

____
____

STEP IV: (Appeal must be submitted to VICE PRESIDENT, INSTRUCTION w/in 2 working days of the Vice President's written decision.)

(1) Date received: ________
(2) Date of Hearing: ________ (Must be w/in 10 working days of #1)
(3) Date decision forwarded to complainant and Designated Compliance Officer ________ (Must be w/in 5 working days of hearing)

DECISION: (attach supplemental sheet(s) if necessary)

____
____

STEP V: (Request for a review by the BOARD OF TRUSTEES must be submitted to the Pesident/Superintendent w/in 2 working days of the President's written decision.

(1) Date received: ________
(2) Date of review: ________
*(3) Date decision forwarded to complainant and Designated Compliance Officer ________ (Must be w/in 10 working days of #4)

DECISION: (Attach supplemental sheet(s) if necessary)

____
____

---

*Final decision will be communicated to the complainant on the prescribed form provided by the Chancellor's Office.

Upon receipt of the Board's final decision, if the complainant is not satisfied with the resolution, he/she may submit written objections to the Chancellor of the California Community Colleges. Such objections must be submitted within 30 calendar days.

SAN JOAQUIN DELTA COMMUNITY COLLEGE

ALLEGED DISCRIMINATION COMPLAINT

(To be completed beginning of Step II only)

PLEASE PRINT

NAME____*DATE________________

ADDRESS:____________________________________HOME PHONE____________

WORK LOCATION_______________________________EXTENSION_____________

I WISH TO COMPLAIN AGAINST: (Name of person(s), program(s) or activity(s) ________

____

*DATE OF ALLEGED DISCRIMINATION:____________________________________

Specify how you were discriminated against by stating the problem as you see it by describing the incident, the participants, and the background of the incident. Be sure to note relevant dates, times, and places.

____

____

____

____

PROPOSED SOLUTION: Indicate what you think can and should be done to solve the problem. Be as specific as possible.

____

____

____

____

I certify that this information is correct to the best of my knowledge.

____

Signature of complainant

*Charge must be filed within 120 days of the alleged unlawful discriminatory action.

INSTRUCTIONS: Original copy to District Compliance Officer; one copy to immediate supervisor and responsible manager; one copy to complainant; one copy to Chancellor's Office, California Community Colleges, 1107 Ninth Street, Sacramento, Ca. 95814

APPENDIX H

LIST OF REQUIRED FORMS

- Absence Reports (Certificated)
- Add/Drop Forms
- Census Report
- Census Report Audit Roster
- Change of Grade Form
- Contract
- Course Approval Form
- Course Information Sheet
- Course Outline
- Credit by Examination Form
- Enrollment Report
- Ethnic Identification
- Evening Application
- Evening Assignment Sheet
- Evening Payroll Form
- Faculty Directory Information
- Field Trip Request
- Grades in Progress Form
- Grade Report
- IMC Request Forms
- Instructor's Apprentice Report
- Instructor Load Report - Hourly
- Instructor Load Report - Contract
- Instructor's Test Score Sheet (Apprenticeship)
- Mileage Claim
- Office Schedule Card
- Petition for Grade Form
- Positive Attendance Roster
- Reader Budget Request
- Salary Reclassification Form
- Speakers' Bureau
- Substitution During Office Hours
- Summer Application
- Summer Location Form
- Textbook Approval
- Textbook Order Form
- Topic Approval Form
- Travel Claim
- Travel Request
- Verification of Chest X-Ray
- Verification of Enrollment
- Verification of Sick Leave Record

A copy of the actual forms will be provided to the Association, and no changes will be made in these forms unless agreed to by the Association.

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SAN JOSE COMMUNITY COLLEGE DISTRICT

AND

SAN JOSE COMMUNITY COLLEGE DISTRICT CHAPTER

CALIFORNIA TEACHERS' ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

July 1, 1985 - June 30, 1988

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This is an Agreement made and entered into this 17th day of September, 1985, between the San Jose Community College District (hereinafter referred to as "District") and the San Jose Community College District Chapter of the California Teachers' Association, National Education Association (hereinafter referred to as "Association").

ARTICLE 1

RECOGNITION

1.1 The District recognizes the Association as the exclusive representative for those employees recognized by the District in a Resolution dated July 29, 1977. The Unit shall also include all part-time faculty, excluding those with assignments of less than one (1) semester.

ARTICLE 2

DISTRICT RIGHTS

2.1 It is understood and agreed to by both parties hereto that the District retains all the customary and usual rights, powers, functions, and authority to control, manage and to discharge its obligations. Any of the lawfully-granted and implied rights, powers or authority which the District had prior to the execution of this Agreement are retained with the exception of those rights, powers, functions or authority which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining. District-reserved duties and rights include, but are not limited to: determine its organization; direct the work of its employees; determine the kind of levels of service and methods and means of providing same; contract out work; determine the number and kind of personnel required; direct the efficiency of District operations; build, move or modify buildings and facilities; establish budget procedures and funding priorities; determine methods of revenue generation; determine the days, times and hours of operation; establish the District's educational policies, goals and objectives; determine the rights and educational opportunities of students; determine the curriculum; in addition, the District and its designees retain the right to hire, classify, assign, evaluate, terminate and discipline employees, except as limited by this contract or law; and to modify or suspend this contract in case of emergency, which shall be defined as an Act of God such as fire, flood, earthquake, other natural disasters or unforeseen non-financial circumstances which have a significant impact on the operations of the District.

2.2 This right to suspend or modify the contract shall be in force only as long as the above-mentioned Acts of God or other unforeseen nonfinancial circumstances continue to have significant impact on the operations of the District.

2.3 In addition, those parts of the contract that may be modified or suspended do not include the Article 2, District Rights, or Article 3, Grievance Procedure, and shall be limited to those parts of the contract that must be altered or suspended by the District in order to specifically deal with the above-mentioned Acts of God or other unforeseen nonfinancial circumstances that have significant impact upon the operation of the District.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 Definitions

3.11 Grievance

A grievance is a written complaint by a Unit member regarding a violation or misapplication by the District, its officers or agents of this contract, which he/she claims has had an adverse effect on the grievant. Resolution of matters for which other procedures are specifically provided by Federal or State law shall be undertaken through the appropriate procedures. These processes for resolution are limited to dismissals, HEW, EEOC, FEPC & OSHA Claims.

3.12 Grievant

A grievant may be any Unit employee of the District. If a grievance involves a group of Unit members and involves the same factual situation, the Association may represent the group of Unit members so long as said members sign the grievance form at the first step of the grievance procedure.

3.13 Day

A day, for the purposes of this section, is any day in which the District offices are open. If an event giving rise to a grievance occurs during a Unit member's vacation or recess, other than a long-term leave of absence, a Unit member shall be allowed fifteen (15) working days after the scheduled return to duty within which to file the grievance.

3.14 Grievance Time Limits

The District will not process a grievance that is presented by a Unit member fifteen (15) days after the occurrence or alleged occurrence of the event giving rise to the grievance or within fifteen (15) days after the Unit member should reasonably have known of the event.

3.2 Level I Resolution

3.21 When an employee has a grievance, the employee shall first discuss the matter in an informal conference with the manager or supervisor who has immediate responsibility for the position to which the employee is assigned.

3.22 If the matter is not resolved at the informal conference, the employee shall, within fifteen (15) days after the occurrence of the event giving rise to the grievance, or within fifteen (15) days after the employee should reasonably have known of the event, present his/her grievance in writing to the management person who has immediate management responsibility for the position to which the employee is assigned. The grievance shall identify the contract issues involved, the contract provisions in dispute and the remedy sought.

3.23 The manager shall communicate his/her decision to the employee in writing, within five (5) days after receiving the complaint, stating his/her reasons for the decision.

3.3 District Session - Level II

3.31 The grievant may appeal a Level I decision to Level II by writing to the office of the Chancellor/Superintendent or his/her designee within ten (10) days after receiving the Level I decision. A copy of the appeal, written in the same format as prescribed in Section 3.22, shall be furnished the Level I Manager/Supervisor.

3.32 The Chancellor/Superintendent or his/her designee shall investigate the details of the grievance and meet with the unit employee within five (5) days of the receipt of the grievance appeal in order to resolve the issue.

3.33 The Chancellor/Superintendent or his/her designee shall communicate the outcome of the conference to the unit employee and the manager affected, in writing, within ten (10) days of the receipt of the grievance.

3.4 Impartial Hearing Level III

3.41 If the decision at Level II is not satisfactory to the aggrieved employee(s), within twenty (20) days after receiving the Level II decision, the grievant may request of the Association, in writing, that the Association submit the grievance to binding arbitration. The Association may, by written notice to the Chancellor/Superintendent within fifteen (15) days after receipt of the request from the aggrieved, submit the grievance to binding arbitration. If the two parties cannot agree on a specific arbiter, they shall request an odd-numbered list of experienced individuals from the California State Conciliation Service. The arbiter shall be selected within ten (10) days by the "alternate strike method" (or by another method mutually agreeable to the parties) until only one name remains. The arbiter shall be asked to formally support or deny the grievance. If the grievance is supported, the District shall pay the full cost of the arbiter's fee and mutually-agreed-upon hearing expenses. If the grievance is denied, the Association shall pay the full cost of the arbiter's fee and mutually-agreed-upon hearing expenses.

3.42 A notice of the request for binding arbitration shall be sent to the Chancellor/Superintendent and shall include a copy of the original grievance, Level II appeal, decisions rendered and all other relevant information.

3.43 The arbiter will decide the time and place for a hearing. The hearing will be private and, unless otherwise agreed, will be conducted in accordance with the Rules of the California State Conciliation Services.

3.44 The arbiter shall not consider any matter outside the scope of the grievance as defined in this contract, shall strictly confine the decision to the precise issue submitted and this specific contract, and shall not under any circumstances make a recommendation on any other issue. However, the issue as to whether a matter is outside the scope of the grievance is to be determined by the arbiter.

3.45 After the close of the binding arbitration hearing, both parties shall, within ten (10) days, have an opportunity to submit written briefs.

3.46 The arbiter shall submit the award in writing to all the parties within thirty (30) days after the close of the hearing on the matter.

3.5 Miscellaneous Provisions

3.501 During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private.

3.502 Any Unit employee may at any time present grievances to the employer and have such grievances adjusted without the intervention of the Association as long as the adjustment is reached prior to Level III and the adjustment is not inconsistent with the terms of this contract and provided that the District shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. A grievant may be represented by the Association or may represent him/herself.

3.503 There shall be no reprisals of any kind taken against any Unit employee or representative because of participation in a grievance or the support thereof.

3.504 The District's failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal to the next step of the procedure, within the time alloted, as if the decision had been given. Failure by the Association or grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits given in this procedure may be modified by mutual written agreement of the parties involved.

3.505 In the event that a grievance affects more than one Unit employee, the grievance may be filed on behalf of all affected employees; and, if the grievance affects employees at more than one work location, it may be initiated at Level II. Grievances concerning the same issue may be consolidated as long as it does not create an unnecessary delay.

3.506 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3.507 Forms for filing grievances and other necessary documents shall be prepared by the District and the Association and shall be given sufficient distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

3.508 In the event it becomes necessary to conduct a grievance hearing or conference with an administrator during the workday, the grievant, representative and witnesses shall be granted, when necessary, release time without loss of pay. The District shall provide a reasonable amount of release time for processing grievances.

3.509 The District and the Association will make a reasonable effort to schedule the grievance process during the regular workday and not during assigned classroom hours or hours of service to students.

3.510 Nothing in this Article shall be interpreted to preclude a Unit member from seeking remedies provided by law after the exhaustion of this procedure.

ARTICLE 4

ADDITIONAL EMPLOYEE RIGHTS

4.1 All Unit members will be provided free on-campus parking.

4.2 Except as specifically provided in this contract, no right or benefit of a Unit member provided by law is waived by this contract. This provision is not subject to grievance procedure.

4.3 Unit members may participate in the tax-sheltered annuity of their choice, with the District providing payroll deductions for this purpose, if that annuity is listed with Santa Clara County Payroll, provided the company will sign this District's Hold Harmless Agreement. The District agrees to formally petition the County to add additional annuities requested by a Unit member.

4.4 Faculty members will be provided with an office phone to be used for intra-district and local calls related to college business. The District shall pay for all costs related to the use of the phones. If the District determines that excessive costs for local phone calls are generated, then it may re-open negotiations on this benefit in Spring, 1984. If the District requests negotiations, documentation on phone call usage will be provided to the Association.

4.5 Copyrights for materials, publications, tapes and other written, verbal, visual, audio or artistic products developed, conceived or executed by a Unit member shall be awarded to the Unit member unless the Unit member is specifically directed or employed by the District to create the work.

If there is disagreement relative to a copyright, the requirements of law shall apply.

ARTICLE 5

ASSOCIATION RIGHTS

5.01 The District shall provide the free use of small business equipment such as typewriters for the use of the Association in administering duties as the exclusive bargaining representative in the areas of negotiations and grievance administration.

5.02 The District shall provide the free use of building facilities at reasonable times when such facilities are not otherwise in use. For Association meetings other than those dealing with negotiations, grievances and general Unit membership, the Association shall pay as per the current Community Services Schedule of Costs for the use of such facilities.

5.03 The Association and its representatives shall have the right to free use of the District inter-office and inter-campus mail distribution service for Association communications and shall be provided access to all faculty mailboxes for such use.

5.04 The Association will not use facilities, equipment or the District mails for political or campaign activities not related to negotiations and grievance administration.

5.05 The Association officers shall be provided one hundred percent (100%) of a single full-time equivalency (F.T.E.) non-paid release time, provided a written request is submitted to the District no later than thirty (30) days prior to the beginning of the academic semester and provided further that a substitute employee is available.

If the leave request results in a workload reduction to Association officers of no more than forty percent (40%), they shall advance on the salary schedule in accordance with Section 12.143.

5.06 The Association shall be provided the use of two bulletin boards at each campus (measuring approximately 3 feet by 5 feet in size) at mutually agreed upon locations, the cost of which shall be paid for by the District. All posting must contain the date of posting and a designated authorization by the Association President.

5.07 The Association will not post or distribute information which is libelous of the District or its personnel.

5.08 The Association will be provided, within thirty (30) days of the ratification of this contract and thereafter within thirty (30) days after the start of each academic semester, the name, address and zip code of each employee in the bargaining unit. The Association shall also be provided with the telephone number of each Unit member (unless they object, via a form which the District will send to each member within thirty (30) days of the ratification of this contract). The employee will be given ten (10) working days to object and this process will apply to each new employee thereafter.

5.09 The Association President and his/her designee may use the District telephone located in the Association President's office for related association activities and will pay for any long-distance charges relative to the Association's use of the phones.

5.10 The Association shall have access to District records necessary for collective bargaining and representational duties. Such records may be inspected by the Association during normal office hours. Copies of such records shall be available under procedures set forth in the Public Records Act at a cost which shall represent a reasonable fee for the reproduction of such records.

ARTICLE 6

PERSONNEL FILES

There shall be a personnel file for each Unit member (excepting evening hourly staff) which shall be located in the District Personnel Office. The official personnel file may consist of more than one folder if necessitated by the bulk of records. If more than one folder exists this condition shall be specifically referenced on the most current folder as well as content and location on the other folders in the Personnel office. Each member of the Unit shall have full access to his/her file and may obtain copies of materials at a reasonable cost of duplication.

6.1 Reviewable material shall not include confidential ratings, reports or records obtained by a District search committee formed in accordance with District Policy to review applicants for vacancies.

6.2 Information of a derogatory nature, except material mentioned in Section 6.1 above, shall not be entered or filed in the Unit member's personnel file until the Unit member is given written notice of such material. A Unit member shall have the right to review and to have attached his/her comments relative to the contents of his/her respective personnel file or supporting material. The Unit member may petition the District Chancellor/Superintendent to remove any contents of his/her personnel file.

6.3 Evidence of professional achievement or special service to the college, District, community or profession may be entered in the personnel file by the Unit member or the District management.

6.4 The provisions of this Article shall not prohibit the District from maintaining materials which are duplicates of personnel file material or non-derogatory material referring to Unit members at other locations (e.g., with the supervisor); however, the District may not base employment decisions on materials not contained in the official personnel file located at the District office.

ARTICLE 7

PROFESSIONAL DUES OR FEES

7.1 Any Unit member who is a member of the Association, or who has applied for membership, may sign and deliver to Administrative Services an assignment authorizing payroll deduction of unified Chapter CTA/NEA dues or assessments to the Association. Such authorization shall continue in effect from year to year unless revoked, in writing, between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the Unit member each month for ten (10) months.

7.2 With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to remit within fifteen (15) workdays following the date of deduction on the Unit member's pay warrant such monies to the Association's designee, accompanied by an alphabetical list of Unit members for whom such deductions have been made.

7.3 The Association agrees to furnish any information needed by the Chancellor/ Superintendent to fulfill the provisions of this Article.

ARTICLE 8

PLACEMENT ON SALARY SCHEDULE

8.1 Salary Provisions

Contract and Regular Faculty Salary Schedule Rules and Regulations:

8.11 Faculty Salary Schedule -- The current salary schedule for contract and regular Unit personnel shall be included as Appendix B of this contract. A Unit member who teaches 60% or more, but less than a full load and those previously considered to be part-time contract or partial contract faculty shall receive pro-rata salary of Appendix B (and shall receive full employee benefits and pro-rata dependent coverage).

8.12 Classification Plan for Contract and Regular Faculty

Unit members assigned to certificated services will be placed on the salary schedule and assigned to one of the six (6) salary classes in accordance with the classification plan. The Assistant Director of Employment Services will be responsible for the salary placement of each unit member, in accordance with this contract.

8.13 Initial Class Placement -- Class placement at time of hire is based on the following determining factors: A certificated person is placed in Classes I through VI depending upon degrees, number of academic units over and above degree(s) and/or type of credential(s) held.

a. Degrees and units must be earned at a college or university accredited by a recognized accrediting agency. Coursework accomplished at foreign institutions will be accepted as evaluated by a recognized foreign transcript evaluator.

b. Academic units above a baccalaureate's degree must be graduate-level units granted by a fully-accredited college or university.

c. Credential(s): Any Class placement requires a Unit member to have on file in the County Superintendent's Office a valid and current California credential for Community College services. Affidavits of application will be accepted for tentative class placement until a credential has been received and filed with the County Office.

Teaching credentials must be submitted by the unit member to the Personnel Office for recording in the personnel file.

d. Verification of Degrees, Units and Experience: Degrees and academic units must be verified by official transcripts sent directly to the Personnel Office by the granting institution.

Each unit member is responsible for providing official transcripts, teaching and work experience verifications to the District Personnel Office no later than sixty (60) days after the beginning date of the semester of hire. Credit may not be granted retroactively for academic, teaching or work experience verification received subsequent to the sixty (60) day limit, but may be considered for subsequent advancement credit.

e. Computation of Units: In implementing the certificated salary schedule, all college or university unit shall be computed on a semester basis.

8.14 Original Step Placement -- Step placement at time of hire is dependent upon experiential factors:

a. Minimum Step Placement: A newly-appointed faculty member who has not had previous teaching experience and/or related occupational experience will be placed on Step 1.

b. Maximum Step Placement: Step 8 will be the highest step placement for newly-appointed faculty members who present evidence of appropriate previous experience within the 60-day time limit.

c. Full-time Teaching Experience: For step placement, year-for-year credit will be allowed on the basis of one (1) increment for each year of verified teaching experience not to exceed a total of eight (8) increments. A year's experience is obtained by paid full-time teaching experience or by other full-time educational service such as counselor, librarian, school nurse or as other certificated employee in an accredited secondary school or college/university.

One (1) year of full-time teaching experience shall be defined as service rendered of no less than 75% of time and load during each semester of a previous qualifying school year. Employment as a teaching assistant or laboratory assistant will not be accepted as qualifying experience. The experience must be as "the teacher of record."

d. Credit for Previous Part-time Teaching Experience: Credit for part-time paid teaching experience shall be granted pro rata based on the fraction of a total teaching load taught by an instructor in his/her previous employment at an accredited secondary school, college or university.

The total credit alloted will be rounded off to the nearest whole number. An instructor may not be credited with more than one (1) year teaching experience for service within any one (1) school fiscal year.

e. Closely-related Occupational Experience: Verified occupational experience directly related to the teaching assignment will be alloted credit for increment purposes on the basis of one (1) increment per year of full-time employment experience for the first three (3) years; and one (1) year for each two (2) years thereafter, to a maximum of five (5) years' creditable work experience.

8.2 Military/Peace Corps/Vista

Military, Peace Corps and VISTA service may be credited in lieu of teaching experience, provided the individual offering it had teaching experience or had completed requirements for a public school teaching credential prior to the time of entering such service.

8.3 **Credit for Doctoral Degree**

Full-time instructors posessing an earned doctoral degree from an institution recognized by the American Association of Universities shall be automatically placed in Class VI. If a doctoral degree was earned at a foreign university, the District shall apply the same evaluative standards to determine its value as would the State Chancellor's Office for purposes of granting credentials. Holders of honorary doctoral degrees and degrees from institutions not accorded recognition by the American Association of Universities shall not qualify for this placement.

8.4 **Vocational, Trade and Technical Instructors**

All new instructors possessing credentials based upon a combination of occupational experience and post-secondary education below the graduate level shall be placed in Class II of the salary schedule, except that they shall be placed no lower than Class III if they hold the Life Community College Instructor Credential; the Life Standard Designated Subjects Credential with Specialization in Vocational, Trade or Technical Teaching - Full Time; the Permanent Vocational Class A Credential, with requirements completed; or a Life Community College Instructor Credential in a specified vocational area. Unit members placed on the basis of a vocational credential may receive step or class credit only for related occupational experience beyond that required to initially obtain the credential held. These instructors may be advanced to class IV after earning 25 units beyond those required for initial issuance of the credential and may be advanced to Class V after earning an additional 25 units (for a total of 50 units minimum) and a Baccalaureate Degree.

8.5 **Advancement**

8.51 Criterion: Unit members shall advance in Step and Class in accordance with procedures set forth herein. In the event a Unit member is eligible to move vertically and laterally on the salary schedule, said Unit member must decide which option to exercise. The choice of options once made, for which a payment is received, shall be final.

8.52 Advancement by Step

Unit members employed on the regular salary schedule shall advance one (1) step for each year of service until the maximum in the class is attained. No advancement shall occur when actual service rendered was less than 75% in time and load during each semester of the preceding college year or if the individual was on leave under circumstances that do not qualify for step advancement.

Unit members classified as part-time "peralta decision" employees shall advance one (1) step for each year of full-time service equivalency, as defined by this contract, until the maximum in the step is attained.

8.53 Advancement by Class

It shall be the responsibility of each Unit member to submit verification of completion of unit or degree requirements for movement to a higher salary class. Such verification shall require official transcript(s) sent directly to the District Personnel office from the granting institution or other record as the Chancellor/Superintendent shall prescribe. Verification records received by the District Personnel Office on or before the first Friday of September in any year shall apply to salary adjustment to be effective for that academic year. If submitted after that date, the verification shall first be applicable in the following budget year, unless extenuating circumstances, approved by the Chancellor/ Superintendent, justify the late submission of verification.

8.54 Computation of Units

In implementing the certificated salary schedule, all qualifying college or university units shall be computed on a semester basis.

8.55 Course Credits -- Graduate

Unit requirements for advancement in salary classes must be completed after the A.B. is granted. Course work must carry graduate credit as established by the institution offering the work. All course work submitted for salary class advancement must be offered in an accredited institution of higher learning and be directly related to the instructor's professional assignment. A course not directly related to the professional assignment may be counted toward salary schedule advancement only if it can be demonstrated to the satisfaction of the Professional Recognition Committee and the Chancellor/Superintendent that such course work advances the instructor's skill and/or ability in his/her teaching area.

8.56 Undergraduate Course Credits

Undergraduate course work may be counted toward salary schedule advancement only if it can be demonstrated to the satisfaction of the Professional Recognition Committee and the Chancellor/Superintendent that such course work advances the instructor's skill and/or ability in his/her teaching area.

8.57 Credit for Non-academic Experience

Full-time instructors may apply to have non-academic experience relevant to their effectiveness as an instructor evaluated for advancement credit on the salary schedule.

The instructor, in order to assure credit, shall obtain prior approval of the experience.

A maximum of six (6) unit equivalents may be credited toward any single lane move. Sixty (60) hours of non-academic work shall be required to earn one (1) unit.

To receive credit of approved, non-academic experience, the instructor shall submit a written report of the work completed and its relevant value, including written certification of non-academic experience on forms provided by the District. Such experience shall be credited according to Professional Recognition Committee procedures as set forth in Section 9.34.

ARTICLE 9

PROFESSIONAL RECOGNITION COMMITTEE

A Professional Recognition Committee shall be formed within the District to review applications submitted by Unit members for Professional Recognition and Professional Growth salary awards, Class/Step placement and advancement, and sabbaticals. The District Committee shall be comprised of two (2) faculty representatives and two (2) administrators from each campus. Faculty members shall be appointed to the committee by the Presidents of the Board-recognized Faculty Senate/Council. The Committee shall elect its own chairperson.

9.1 Professional Growth Payment

Unit members placed in Class V or Class VI, Steps 4 through 13, in the current salary schedule and having completed three (3) years' satisfactory service in the District may qualify for a salary adjustment during a fiscal year based on additional educational training and/or experience. Such educational activity shall have significant relevance to the Unit member's specific assignment.

9.11 Instructional staff may submit applications for growth awards to the Professional Recognition Committee once annually and no later than March 1st of each school year. The Committee shall review each request and shall notify applicants of their recommendation no later than May 15 of each school year.

9.12 The procedures for the implementation of Professional Growth awards shall be similar to those required for Professional Recognition salary increments as set forth in Section 9.34.

9.13 For approved Professional Growth activities, payment shall be made on the basis of $100 per semester unit or equivalent to a maximum of six (6) units completed within any three (3) year period. Units applied to Class change may not be applied for Professional Growth: units may be used for credit only once.

9.14 All required verifying evidence of completion for Professional Growth awards must be submitted to the District Personnel Office no later than the first Friday in September if the award is to be granted for that academic year provided all other conditions of this section have been met.

9.2 Professional Recognition: Steps 19 and 22

A Unit member is eligible to initiate a Professional Recognition salary increment period after reaching Step 16 of the salary schedule in Classes IV through VI. After satisfying the requirements as described in this contract for Step 19, a Unit member in Classes V and VI shall repeat the process to qualify for Step 22.

9.21 Professional Recognition Application/Plan

The initiation of a professional recognition application shall take place no earlier than the beginning of the first year of eligibility and prior to the beginning of any planned work. Units or activities undertaken prior to eligibility or approval will not be accepted.

Applications shall be filed with the chairperson of the District Professional Recognition Committee. Professional Recognition plans will be submitted to the Department Chair/Center Coordinator for his/her comments and recommendation.

If a professional recognition application is filed and recommended by the committee and approved by the Chancellor/Superintendent, the work completed shall qualify for a professional recognition salary increment but shall not be used for lateral movement on the salary schedule.

9.22 Modification: During the Professional Recognition salary increment period, an applicant may apply for modification of his/her Professional Recognition plan. The Professional Recognition Committee shall act on such proposed modifications and shall submit a recommendation to the Chancellor/Superintendent for approval. The plan modification must be approved before the applicant may engage in any modified activities.

9.23 Extension: If the planned work for Professional Recognition has not been completed within three (3) years, application may be made for a one (1) year extension. During the one (1) year extension, should the applicant experience an exceptional circumstance, petition may be made to the Committee for a further extension of time. Such a petition shall state the period of extended time requested and identify the exceptional reason.

If a Unit member fails to complete the plan for Professional Recognition within the time limits or approved extensions thereof of the professional recognition salary increment period, he/she may initiate an application for the establishment of a new Professional Recognition salary increment plan.

9.24 Eligibility: Applicants shall be eligible for advancement to the next Professional Recognition increment step upon verification of completion of the approved plan and completion of the longevity requirement.

An applicant may submit required evidence of completion of the approved plan any time after the beginning of the Professional Recognition salary increment period (subject to the maximum time limits).

9.25 Longevity - Longevity is defined as:

Eligible for Step 19 = 9 years at Step 10 or above.

Eligible for Step 22 = 12 years at Step 10 or above.

9.26 Should the Professional Recognition Committee fail to approve the application/Plan or the work completed, the applicant may:

a. Ask for reconsideration by the Committee; and/or

b. Appeal the Committee's decision to the Chancellor/Superintendent of the District.

Should the Chancellor/Superintendent fail to certify the work done, the applicant may:

a. Ask for reconsideration by the Chancellor/ Superintendent; or

b. Appeal the Chancellor/Superintendent's decision to the Board of Trustees.

All appeals and reconsiderations mentioned in this section will apply only to the portions of the applicant's work that the Professional Recognition Committee fails to certify.

9.3 Criteria for Evaluation of Professional Recognition Plan

The Professional Recognition plan shall reflect college or university units and/or activities which have direct and significant relevance to the certificated staff member's specific assignment.

9.31 The standard for Professional Recognition shall be equivalent to nine (9) semester units, of which a minimum of three (3) units shall be in a collegiate level course.

9.32 Activities approved for Professional Recognition shall be new experiences which are varied and enriching to the unit member.

9.33 Hours for Professional Recognition earned outside of regular college classes shall be granted in accordance with the following formula:

> 60 hours in " work experience" = 1 unit (Maximum to be 3 units in any 9-unit block)

9.34 Each faculty member shall develop his/her plan for Professional Recognition activity within the framework of broad categories, under which are subsumed the specific and objectively verifiable activities deemed to provide professional growth. Activities, travel and work experience must be closely related to the faculty member's assignment and approved by the administration. The following are examples of acceptable professional recognition activities (acceptable activities, however, are not limited to the following list):

a. Formal academic work at the graduate level; e.g., taking academic courses for credit in a course of study or practice in a training institute; earning credit in a workshop, formal work under a National Science Foundation grant, etc. Appropriate correspondence courses from an accredited college may be considered. (No less than three (3) units in any nine (9) unit block shall be taken in formal academic work.)

b. Cross-disciplinary work; as for example, broadening one's research background or study in fields of instruction in other than the major or minor discipline.

c. Teaching techniques, methods, or course content; e. g., undertaking courses of study or other activities to improve specific teaching techniques or methods, designing tests, using audio-visual machines or methods, etc.

d. Instructionally related travel. If the plan for professional recognition includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant and the application of this experience to the person's specific assignment. Prior to the approval of payment, the applicant shall submit a report to the professional recognition committee detailing the relationship of the travel experience to the professional growth of the applicant and the proposed application of this experience to the person's assignment.

Credit for travel will be awarded for time spent on the relevant activity. Forty-five (45) hours of activity are equivalent to one (1) semester unit. Maximum of three (3) units in any nine (9) unit block.

e. Completion of a research project and its publication related to the applicant's assigned field sponsored by another college, university or professional association may be considered even if no college credit is given.

f. District or college-sponsored in-service training and workshops. One (1) semester unit shall be allowed for each forty-five (45) hours of participation at such sessions if the sessions are held outside the unit member's assigned working hours.

9.35 The qualifying study or activity shall not be approved for Professional Recognition if it is a part of the Unit member's contract assignment with the District. The immediate supervisor shall be given a copy of the proposed plan at or before the time of application. The immediate supervisor may give input to the committee regarding the plan.

9.4 The Evaluation Procedure

The Professional Recognition Committee responsible for reviewing applications for Professional Recognition shall establish appropriate procedures for the orderly implementation of this policy to include, but not be limited to:

a. Deadlines for submission of applications for the initiation of a Professional Recognition salary increment period (Steps 19 and 22).

b. Deadlines for submission of modifications to Professional Recognition plans.

c. Deadlines for submission of requests for extensions of the Professional Recognition salary increment period.

d. Deadlines for submission of evidence of completion of the planned work for Professional Recognition.

e. Creation of forms to accomplish the purposes of this policy.

f. Creation of guidelines for judging Professional Recognition plans.

9.41 All verifying evidence for Professional Recognition must be submitted to the Personnel Office no later than the first Friday in September if salary movement is to be granted for that academic year, provided all other conditions of this section have been met.

9.5 Professional Recognition Salary Increment

If the work planned for professional recognition has been successfully completed, the professional recognition salary increment shall take effect in the school year following the approved project completion. The dollar increment shall be established as two and one-half percent (2 1/2%) of Step 13 of the appropriate class column for Steps 16, 19 and 22. Units may be used only once for salary schedule movement.

ARTICLE 10

WORKING DAYS/CALENDAR

10.1 Work Year

Full-time Unit members shall be responsible for assigned service of 175 instruction days (including 10 days for finals). The college work year calendars for the term of this contract are attached in Appendix A.

Unit members hired prior to July 1, 1985 may voluntarily agree to work outside the work calendar of 175 days. In such cases, Unit members will be paid in accordance with Article 8. Such agreement to work outside the work calendar will not change the work calendar for that employee.

The District will make reasonable efforts to provide a Unit member with a schedule consisting of an even distribution of hours over the weeks of a semester.

10.2 Other Certificated Unit Members - The work year for counselors, librarians, nurses, speech pathologists and learning disability specialists and other non-instructional full-time staff hired subsequent to July 1, 1985 shall fall between July 1st and June 30th. A duty-free period of not less than five (5) consecutive weeks shall be scheduled. They shall not be required to render more than 175 days of service. Work schedules shall be established by the College President, or his/her designee, after consultation with each such employee.

10.3 Year Defined

One year's service shall be defined as being on duty not less than 75% of the work days outlined in 10.1.

ARTICLE 11

PART-TIME AND OVERLOAD SERVICE

11.1 Contracts

Full-time Unit members' overload service shall be based on a separate contract which shall be limited to two (2) courses or 40% of a full load. Other overload assignments shall be included in calculating the total allowable overload.

11.2 Program Directors - Program Coordinators

Assignments as Program Directors or Program Coordinators shall be made by the Chancellor/Superintendent.

11.3 Salary Placement - Hourly and Continuing Education Instructors

11.31 Criteria

Unit members employed for hourly and Continuing Education service shall be placed in the salary schedule class for which their years of teaching experience qualify them. (See Hourly and Continuing Education Salary Schedule - Appendix C).

11.32 Counselors and other Non-Instructional Staff

Summer and Winter recess assignments for counselors and other non-instructional Unit members hired prior to July 1, 1985 shall be voluntary. Unit members shall be paid at the rate of 1/200 of their regular salary for each day that they work.

For work assignment during the summer in guidance and orientation classes, counselors will be paid at the summer school instructional rate.

11.33 Part-time and Overload Service

Unit members employed in testing, counseling, supervision or as librarians shall be paid at Step 9 of the laboratory rate of the Hourly and Continuing Education Salary Schedule.

11.34 Advancement by Step

Unit members employed on the regular salary schedule shall advance one (1) step for each full year of service until the maximum step is attained.

11.35 Credit for Prior Teaching Experience

Instructors shall be given credit to a maximum of five (5) years' prior teaching experience outside the San Jose Community College District.

11.36 Assignment - Length

Hourly Unit members shall be responsible and accountable for all District assigned service during the college semester for which they are employed.

11.37 Holidays

Hourly Unit members shall not be required to work nor will they be compensated for public school holidays as set by law or declared by the Board.

11.38 Cancellation of Classes Assigned

Should an hourly or Continuing Education Unit member's class be cancelled due to low enrollment in that class, his/her contract shall be terminated. In all such cases, the instructor shall be compensated for actual teaching time prior to cancellation. If need exists, a new teaching assignment may be offered.

11.39 Leaves for Hourly Unit Members

Hourly Unit members shall be entitled to leaves (as described below) in proportion of their workload for:

a. illness, accident or quarantine
b. personal necessity
c. bereavement
d. industrial accident and illness
e. pregnancy disability
f. military
g. professional conferences and meetings
h. jury service

ARTICLE 12

LEAVES AND ABSENCES

General Procedures

12.01 Authorization

Leaves of absence shall be granted as authorized by the District.

12.02 Non-Tenured Personnel

Non-tenured Unit members may be granted leave under such conditions as the District shall determine. Any such leave shall not be counted toward permanent status in the District.

12.03 Credit on Salary Schedule

Unless otherwise stipulated in the specific leave policy, time spent on leave shall not be counted as experience for advancement on the salary schedule.

12.04 Absence of Faculty Members

12.041 Report

Unit members shall make reasonable effort to inform the appropriate administrator in advance of any anticipated absence. Upon return to work, it is the responsibility of each Unit member to complete the proper absence report form for submission to his/her Dean or Provost.

12.042 Compensation

A Unit member shall receive no compensation for time absent from regularly assigned duties, except as otherwise provided in other Articles in this Agreement or by order of the Chancellor/Superintendent or his/her designated administrative officers.

12.043 Salary Deduction

Salary deduction for absences which are not covered by other Articles of this Agreement shall be computed by the following ratio: Each day of such absence shall result in the deduction of 1/175 of the instructor's regular salary.

12.05 Illness, Accident or Quarantine

12.051 Annual Entitlement, Full-Time Employees

Each full-time Unit member shall be allowed ten (10) days of absence due to accident, illness or quarantine each year. Any days not used will accrue for use during subsequent years.

12.052 Annual Entitlement, Part-Time Employees

Part-time hourly and Continuing Education Unit members shall be entitled, for each semester of service, to that proportion of five (5) days of sick leave as the amount of their service compares to a full day assignment. Sick days earned for hourly employment shall not be used for absence from full-time duty.

12.053 Transfer of Unused Sick Leave

A Unit member whose service with the District began on or after September 1, 1965, and who was employed by another California school district for not less than one school year immediately preceding employment by the District, shall have transferred to the District the total amount of unused sick leave to which he/she was entitled. This total must be certified, in writing, by an office of the former school district employer.

12.054 Compensation

Absence covered by accumulated sick leave shall be at full pay. When all sick leave accrued has been used and additional absence is necessary, the employee shall be paid the difference between his/her salary and that of his/her substitute or the amount that would have been paid had a substitute been hired, until the total absence covers a period of five months of time during which the Unit member would have been required to render service to the District. If no substitute is hired, the pay deducted shall be at the first step of the appropriate lab or lecture hourly rate.

12.055 Verification

The District may require physician's certification or other proof of illness before allowing payment for absence due to illness, accident or quarantine.

12.06 Personal Necessity

12.061 Duration

In the event of personal necessity, each full-time Unit member shall be entitled to the use of up to six (6) days per year of accumulated sick leave for personal necessity.

12.062 Definitions - Personal Necessity shall be defined as the following:

12.0621 Death - Death of a member of his/her immediate family. Immediate family is mother, mother-in-law, father, father-in-law, grandparent, grandchild, husband, wife, son, daughter, brother or sister of the employee or of the spouse of the employee or any relative living in the immediate household of the employee.

12.0622 Illness - Illness in employee's immediate family.

12.0623 Accident - Accident, involving his/her person or property or the person or property of a member of his/her immediate family.

12.0624 Court Appearance - Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or official order.

12.063 Procedure

Notification is required before such absence may be taken except in emergency cases of death, illness, accident or compelling personal importance.

12.07 Bereavement

A Unit member shall be entitled to three (3) days' leave of absence, or five (5) days if out-of-state travel is required, for the death of any member of his/her immediate family and to such additional days, therefore, as the District may allow. No deduction shall be made from the salary of such employee on account of such leave. Such bereavement leave days shall be taken consecutively and within thirty (30) days of the death of the qualifying family member unless the death occurs out of the country. In such cases the leave shall be taken within six (6) months of the death.

An immediate family member shall be the mother, mother-in-law, father, father-in-law, grandparent, grandchild, husband, wife, son, daughter, brother or sister of the employee or of the spouse of the employee or any relative living in the immediate household of the employee.

12.08 Personal Business

12.081 Criteria - Personal business leave shall apply when circumstances indicate an employee must voluntarily absent himself/herself from his/her normal hours of employment. Each Unit member shall be entitled to a maximum of five (5) days' personal business leave each year, subject to prior approval of Chancellor/ Superintendent or designee. The Unit member shall receive the difference between his/her salary and the rate of pay of a substitute, whether or not a substitute was actually hired.

12.082 Procedure - The Unit member shall indicate the basis of personal business leave in writing to the Chancellor/Superintendent. The Board of Trustees shall regulate and prescribe the manner and proof of need.

12.09 Industrial Accident and Illness

12.091 Criteria

If a District-related injury or sickness results in absence of a Unit member, that person is entitled to leave for the duration of the injury as determined by the appropriate medical authority. Such leave shall commence on the first day of such absence.

12.092 Compensation

Such leave is for maintenance of the individual's tenure rights and service credit and may or may not provide District compensation as provided in this contract.

12.093 Allowable Leave

For individuals with at least one (1) year of full-time service within the District, the District shall, for not more than 60 working days within any one year for the same accident, provide compensation which added to any disability payments will equal his/her normal salary. Allowable leave shall not be accumulated from year to year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due her/him for the same illness or injury.

12.094 Utilization of Sick Leave

Unit members with less than one (1) year of full-time service within the District and Unit members who have exhausted the 60-day compensated leave may utilize accrued sick leave in fractions of days for which pay, when added to disability compensation, will ensure his/her full salary but will not exceed a normal day's compensation as calculated for each Unit member.

12.095 Reduction of Leave

Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability award.

12.096 Exhaustion of Leave

Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in the Education Code. For purposes of each of these sections, his/her absence shall be deemed to have commenced on the termination date of the industrial accident or illness leave. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave, which will not exceed his/her full salary when added to his/her temporary disability indemnity.

12.10 Continuation of Fringe Benefits

Any Unit member assigned 60% or more of a full load and who is on industrial accident or illness leave, whether District compensated or not, shall have the right to continuance of fringe benefit coverages.

12.11 Workman's Compensation

During all District-paid leaves of absence as described in Section 12.09, the employee shall receive from the District the difference between the employee's regular salary and the amount received from Workman's Compensation to the extent of available sick leave.

12.12 Medical Release

The employee shall secure a medical release before being permitted to return to work.

12.13 Pregnancy Disability

12.131 Temporary Disabilities

Any disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery are, for job-related purposes, temporary disabilities and shall be treated the same as absences for accident, illness and quarantine.

12.14 Educational Improvement, Government Services, Exchange Teaching, Health

12.141 Authorization

Leaves for educational improvement, government service, exchange teaching, or health reasons may be granted by official action of the Board of Trustees on the recommendation of the Chancellor/Superintendent.

12.142 Compensation--Duration

Such leaves of absence shall normally be granted without pay and shall normally last not less than one (1) semester nor more than one (1) year. An extension of the leave may be granted where completion of the program requires longer than one (1) year and where advantage will accrue to the District. When authorized leave is for exchange teaching, so that the Unit member's normally assigned duties are performed by an individual from another institution, and when the replacing person is being compensated by his/her regular employer, the Unit member will be compensated at his/her regular salary.

12.143 Credit on Salary Schedule

Leaves of not more than one year for educational improvement, foreign service and exchange teaching shall be counted as one year of experience for advancement on the salary schedule. Leaves of one semester shall be credited as one semester for advancement. Leaves for health purposes shall not count for such advancement.

12.144 Notification of Intent to Return

In leaves covered in this section the Unit member must sign an agreement that the Chancellor/Superintendent shall be notified in writing not less than sixty (60) days before the end of the semester or by April 1st (December 1st for Fall semester leaves) whichever is earlier, of his/her intention to return. If the Chancellor/Superintendent is not notified as herein provided, the position will be considered to be vacant. At least ten

(10) days before the notice is due, the Chancellor/Superintendent will remind the employee of this obligation by certified letter to his/her last known address.

12.15 A Military Leave

12.151 Criteria

Unit members who are members of any reserve corps of the Armed Forces of the United States, or of the National Guard, or who are inducted, enlisted or otherwise ordered to active military duty shall be granted such leave, providing that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from such duty.

12.152 Service Credit

Absence on military leave shall not be construed as a break in the continuity of service, but shall not count toward tenure for a contract Unit member.

12.153 Compensation

A Unit member on temporary military leave of absence who has been in the service of the District for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive salary or compensation for the first 30 calendar days of any such absence. Pay for such purposes shall not exceed 30 days in any one (1) fiscal year. Unit members have the obligation of attempting to schedule all temporary military leaves during the summer months.

12.16 Professional Conferences or Meetings

12.161 Authorization

The District may grant a paid leave of absence with travel expenses for attendance at professional conferences which are beneficial to the District, as determined by the Chancellor/Superintendent and subject to budget allocations.

12.17 **Jury Services**

When called for jury service, Unit members may, at their request, be absent from their assigned duties. A staff member shall receive full pay for ten (10) days per year when serving as a panel member on a jury in a case before a court of law, provided he/she signs over and remits all compensation received for such jury duty, exclusive of mileage, to the District. Staff called for jury duty shall immediately advise their immediate supervisor so suitable arrangements can be made.

12.18 **Long-term Leave of Absence**

12.181 **Authorization**

Long-term leaves of absence may be granted by official action of the Board of Trustees on the recommendation of the Chancellor/ Superintendent.

12.182 **Compensation**

Such leaves of absence shall be granted without compensation and shall normally last not less than one (1) semester nor more than one (1) year. An extension of the leave may be granted upon recommendation of the Chancellor/ Superintendent.

12.183 **Credit on Salary Schedule**

Time spent on long-term leave of absence shall not be credited for advancement on the salary schedule.

12.184 **Notification of Intent to Return**

In leaves covered in this section the Unit member shall sign an agreement that he/she shall notify the Chancellor/Superintendent prior to March 15 (December 1 for Fall Semester leaves) if he/she does not intend to return to District employment at the expiration of the leave. Either failure to provide such notice or failure to return shall constitute a breach of contract.

12.19 Child Rearing Leave

Upon request the Board shall provide a male or female faculty member who is the natural or adoptive parent an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for one (1) full year (or one (1) semester if requested by the faculty member) as defined in Article 10. A faculty member shall notify the Chancellor/Superintendent of the request for leave two (2) months prior to the commencement of such leave. The leave must commence within six (6) months of the birth or the adoption of the child.

ARTICLE 13

SABBATICAL LEAVE

13.01 Goals and Objectives

Sabbatical leaves may be granted to full-time Unit members for the purpose of carrying out an approved program which will benefit the District, students and instructor. It is understood that a sabbatical leave is not granted as a reward for work already performed, but rather it is a means of preparing for improved service to the District in the future.

Sabbatical activities shall have significant relevance to the Unit member's specific assignment and/or may include retraining and/or professional growth.

13.02 Statutory Requirements

All provisions pertaining to sabbatical leaves will conform to statutory requirements.

13.03 Eligibility

Unit members who have rendered at least six (6) consecutive years of full-time service in paid status to the District shall be eligible for sabbatical leave. Leaves of absence granted by Board action shall not be deemed a break in the continuity of service. The period(s) of such absence, however, shall not be included as service in computing the six (6) consecutive years of service required by this section.

The number of the full-time Unit members on sabbatical leave during an academic year shall not exceed four percent (4%) of the total full-time Unit and shall be offered to qualified applicants whose leave applications are approved by the Professional Recognition Committee and the Governing Board. The Chancellor/Superintendent shall add his/her recommendations concerning the sabbatical applications to those of the Professional Recognition Committee and shall submit both recommendations to the Governing Board for its action.

13.04 Application Process

Application for sabbatical leave shall be on forms provided by the Chancellor/ Superintendent and must be filed by November 1 of the year preceding the fiscal year for which the sabbatical is to become effective. A detailed plan for the sabbatical period shall be submitted to the Dean/Provost for comments and an informational copy shall be submitted to the Department Chair/ Center Coordinator. The Dean/Provost shall submit written comments, through the College President, to the Professional Recognition Committee. If the Professional Recognition Committee denies the application, it shall state its reasons for denial in writing and shall forward its recommendation to the Chancellor/Superintendent shall review the recommendations submitted by the Professional Recognition Committee and shall forward a recommendation, together with the Professional Recognition Committee recommendation, to the Governing Board for its action.

13.05 Authorization

Board actions on applications are to be taken no later than the second regular Board meeting in January. In the event that an approved leave cannot be taken, alternate requests may be granted within the maximum percentage authorized, up to March 1 of the year preceding the fiscal year in which the sabbatical is to be taken.

13.06 Schedule

Sabbatical leaves may be arranged to begin in the Fall semester and continue through the Spring semester; or, leave may begin in the Spring semester and continue through the Fall semester. Any two (2) consecutive semesters shall constitute one (1) year.

13.07 Compensation

13.071 Salary Rate - Sabbatical leaves may be arranged for one (1) year with a grant equal to 70% of the basic annual salary; or arranged for one (1) semester with a grant of 90% of one-half year's salary to be effective for those applicants chosen for sabbaticals.

13.072 Salary Basis - While on sabbatical leave, salary the Unit member would have received if he/she had been in regular service shall be the basis for computing his/her compensation. Salary for sabbatical leave shall be paid in the same manner as that paid during regular service.

13.073 Credit on Salary Schedule and Benefits

Time spent on sabbatical leave shall be credited for salary increment and for District benefits, including longevity requirements.

13.08 Service Obligation

Recipients of sabbatical leaves shall contract to serve the District for two (2) years after completion of a sabbatical leave. The grantee shall indemnify the District against loss in event of failure to render two (2) years' service after return from sabbatical by furnishing suitable bond, or by executing a contract in form approved by the Board of Trustees binding the employee to return for at least two (2) years.

13.09 Illness - Injury - Death

In the event of injury to, or illness of the Unit member during the sabbatical leave, which prevents completion of the purpose of the leave, the sabbatical leave will be terminated and provisions for sick leave shall apply. If death prevents the Unit member from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required. If upon return to service and prior to completion of the two obligatory years of service, should there be an illness or injury qualifying the Unit member for disability retirement, such illness or injury shall exempt him/her from further obligations relative to that sabbatical.

13.10 Reinstatement

Upon return to service after a sabbatical leave, a Unit member shall be reinstated in the position held at the time leave was granted or in a comparable position, subject to provisions of law; i.e., seniority, layoff procedures.

13.11 Required Sabbatical Reports

13.111 Interim Reports

The District shall require an interim report at the midpoint of each semester on the faculty member's progress in fulfilling his/her sabbatical obligation. Any changes in the sabbatical must be submitted to the Professional Recognition Committee for approval prior to implementation. Failure to submit the reports to the Professional Recognition Committee may result in loss of the sabbatical leave and cessation of salary payments.

13.112 Oral Report

An oral presentation to faculty, students and/or community regarding the completed project is required to communicate to the college community the concomitant benefits of the leave. It is the faculty member's responsibility to arrange for an oral presentation and to so notify the Professional Recognition Committee.

13.113 Written Report Upon Sabbatical Leave Completion

Unit members returning from sabbatical leave shall be required to submit a written report to the President (or his/her designee) and to the Professional Recognition Committee by the end of the first returning semester: two copies of a report describing in detail the learning activities that took place during the sabbatical leave and the concomitant benefits accrued to him/her and to the District. College or university course work taken as part of the sabbatical program of activities shall also be described via such a report and verified by official transcript sent directly to the Personnel Office by the granting institution.

All required written reports shall be presented in a professional format, style and content which reflects college level standards. The Professional Recognition Committee will develop standards for the preparation of sabbatical reports no later than November 1, 1983, and will submit its recommendation to the Board of Trustees for approval.

The Professional Recognition Committee shall review the written report and shall forward a recommendation to the Chancellor/Superintendent on the acceptance or rejection of the report.

If the Professional Recognition Committee rejects the report, they shall set forth the reasons, in writing, together with specific recommendations for satisfactory completion of the sabbatical obligation. If the faculty member's report is rejected, he/she shall, no later than thirty (30) days, submit a revised report to the Professional Recognition Committee. The President or designee shall review the revised report and shall communicate his acceptance or rejection to the faculty member.

The Professional Recognition Committee shall forward its recommendation to the Chancellor Superintendent.

The Chancellor/Superintendent shall review the recommendations submitted by the Professional Recognition Committee. If, in the opinion of the Chancellor/Superintendent, the faculty member has not satisfactorily completed his/her sabbatical obligation as stated in the approved sabbatical plan, including the interim report, the Chancellor/Superintendent, upon approval by the Governing Board, shall pursue available legal means to recoup the funds paid to the faculty member while on sabbatical leave. College or university course work taken as part of the sabbatical program of activities shall also be described via such a report. Upon approval of the report by the Chancellor/Superintendent, a copy of the report shall be filed in the college library.

13.12 Grades

Successful completion of an academic activity during a sabbatical shall be demonstrated by a grade of "B" or better. A faculty member who does not achieve a "B" grade may be permitted to take the course or courses within the next academic year to achieve the "B" grade.

ARTICLE 14

CLASS SIZE, WORKLOAD, CLASS CANCELLATION

14.1 **Class Size**

Current class sizes for the 1982-83 academic year shall be maintained, subject to adjustments set forth herein.

a. Television class size restrictions are eliminated so long as such assignments are voluntary.

b. Restrictions on Learning Assistance Center (L.A.C.)/Learning Resource Center (L.R.C.) class sizes are eliminated.

c. Based upon the average of the first census for 1982/83 Fall and Spring semesters, individual course maximum class sizes within individual college disciplines which are computationally yielding more than the full-time equivalent of 574 WSCH (574 WSCH/FTE or above) shall be increased by a maximum of five percent (5%). This adjustment shall take place during the 1983/84 fiscal year and it shall be permanent.

d. Based upon the average of the first census for 1982/83 Fall and Spring semesters, individual course maximum class sizes within individual college disciplines which are computationally yielding more than 525 WSCH, but less than 575 full-time equivalent WSCH (525-575 WSCH/FTE), shall be increased by maximum of fifteen percent (15%). This adjustment shall take place during the 1983/84 fiscal year and it shall be permanent.

e. Based upon the average of the first census for 1982/83 Fall and Spring semesters, individual course maximum class sizes within individual college disciplines which are computationally yielding less than 525 full-time equivalent WSCH (524 WSCH/FTE or lower) shall be increased to yield a maximum of 575 WSCH/FTE after consultation with the immediate supervisor and staff members within the affected discipline. This adjustment shall take place during the 1983/84 fiscal year and it shall be permanent.

f. For the 1984/85 school year (fiscal year), the process as described in "e" (above) shall be continued for only those disciplines which continue to fall below a 525 WSCH/FTE first census average.

Individual departments, disciplines or clusters are encouraged to meet with their immediate supervisor to develop WSCH contracts.

"Disciplines" are identified by the Classification of Instructional Disciplines (C.I.D.) as reported to the State.

Whenever possible, no course class size shall be increased until there has been a consultation between the immediate supervisor and the teachers of the affected discipline.

Positive attendance classes shall be treated the same as c, d, e (above) through the use of the mean average of attendance.

14.2 Work Load

14.21 Lecture Class Assignment

An assignment of fifteen (15) in-class hours shall be considered the required lecture instructional component.

14.22 Instructors teaching in the Apprenticeship program will be assigned to a forty (40) hour instructional component which shall include office hours.

14.23 Laboratory Class Assignment - An assignment of twenty (20) in-class hours shall be considered as the required laboratory instructional component. Determination of this assignment of load shall be established by the college President, or his designee, after consultation with each affected faculty member.

14.24 Lecture/Laboratory Class Assignment - An assignment of sixteen (16) to twenty (20) in-class hours (depending upon complexity of preparation) shall be considered as the required lecture/laboratory instructional component. Determination of this assignment of load shall be established by the college President, or his designee, after consultation with each affected faculty member.

14.25 Work Experience Assignment - An assignment which develops a minimum of five hundred seventy-five (575) weekly student contact hours is considered a normal instructional load.

14.3 "Non-Instructional" Assignments.

The following types of "non-instructional" assignments are agreed to constitute a normal load.

14.31 Counseling - An assignment of thirty (30) hours per week shall be considered the normal assigned load. There shall be no "F.T.E. counselor/student headcount" workload ratio.

14.32 Librarians/Learning Resources Assignment - An assignment of thirty-five (35) hours per week in the library/learning resources facilities shall be considered as the normal librarian/learning resources assigned load.

14.33 School Nurse Assignment - An assignment of thirty-five (35) hours per week assigned in the health office shall be considered as the normal school nurse assigned load.

14.34 Other "Non-Instructional" Staff - Speech Pathologists, Learning Disability Specialists and all other "non-instructional" staff shall be assigned to thirty (30) hours per week as the normal assigned load.

14.4 Faculty Responsibilities

A professional contract requires a priority of availability in order to meet the needs of the instructional program. Unit members shall be present on campus for all professional duties and obligations during assigned workdays; i.e., classes, department meetings, committee meetings, faculty meetings called by the Chancellor/Superintendent and/or Presidents and their designees, and student conference hours. A reasonable effort shall be made by the District to schedule an instructor's classes within a six-hour workday, for a five-day week, and to avoid scheduling more than two classes consecutively. Each instructor shall schedule a minimum of five hours for student conferences per week. These conference hours shall be scheduled to provide maximum convenience for

students who wish to confer with faculty members. Whenever possible, a faculty member's program shall be arranged to allow pursuit of professional activities which enhance their academic effectiveness. Each instructional Unit member shall be on campus five days per week for instructional duties or office hours. Exceptions, predicated upon individual and/or discipline professional responsibilities and assignments, shall be made with the approval of the appropriate Directors of Instruction/ Division Chairperson/Center Coordinator after consultation with the appropriate Dean/Provost. Work assignments shall not be made on Saturdays, Sundays or holidays without the Unit member's written consent. Partial contract faculty shall hold pro rata office hours.

14.5 Meetings

Unit members shall attend meetings, conferences and in-service training sessions as called by the Chancellor/Superintendent and/or Presidents and/or designees if these meetings are scheduled during the workdays outlined in Article 10.

14.6 Corollary Assignments

Corollary or other non-teaching assignments that may be assigned Unit members shall be credited as a proportion of the workload as prescribed by the Chancellor/Superintendent. Subject to all of the provisions of Article 10.

14.7 Released Time

The President shall recommend to the Chancellor/Superintendent all released time for non-teaching service. No released time from regularly assigned duties may be taken until prior written approval is received from the Chancellor/Superintendent.

14.8 Class Cancellation

Whenever possible, scheduled classes will be canceled after consultation with the scheduled instructor. Classes will not be canceled after the second week of instruction without the consent of the instructor.

Classes may be canceled with the consent of the instructor, or:

1. A class may be canceled prior to thirty (30) days before the first day of instruction.
2. Prior to the first day of instruction, classes may be canceled if the enrollment is less than sixty percent (60%) of the class maximum.
3. After instruction begins, classes may be canceled if the enrollment is less than eighty percent (80%) of the class maximum.

ARTICLE 15

TRANSFER

15.1 For the purposes of this Article a transfer is any relocation of a certificated employee from one college to another college within the District.

15.2 A certificated employee may voluntarily request a transfer by filing an appropriate written request with the President of the College to which the certificated employee wishes to be transferred and with the Director of Personnel Services. If a vacancy occurs on the campus to which transfer is requested during the academic year in which the request was submitted, the certificated employee shall be considered for the vacancy before any new employee is recruited. If the certificated employee is accepted by the campus to which transfer is requested, he/she shall be transferred to that campus.

15.3 The Board may transfer a certificated employee if such a transfer is necessary to complete a regular contract employee's full annual load or to avoid layoffs under reduction in force conditions or for any other reason deemed in the best interest of the District. Notice of the transfer shall be given to the certificated employee involved as soon as reasonably possible and, if the certificated employee requests an explanation of the reasons for the transfer, he/she shall be given an explanation in writing. No such transfer shall be effected for punitive reasons and no such transfer shall be caused for arbitrary or capricious reasons.

15.4 Concurrent Assignment - If a certificated employee is required to provide services at San Jose City College and Evergreen Valley College during the same day, the District shall reimburse the employee at the Board of Trustees' adopted automobile mileage rate for the mileage from one college to the other, plus

$21.94 per day. The District will not reimburse the employee from home to the first assignment of the day, nor for any mileage after the last assignment of the day. This procedure shall apply to travel between the colleges and shall not relate to travel between any college and other District locations.

ARTICLE 16

BENEFITS

16.1 Benefit Coverage

16.11 Benefits for eligible Unit members shall become effective as of the first day of the calendar month following the month in which service to the District first begins.

16.12 Medical Benefits

The District shall provide for each eligible employee and her/his eligible dependents one of the following medical benefit programs: Kaiser Medical Plan (Group 825), Blue Cross 365+ Plan or Life Guard Medical Plan.

The Blue Cross Plan shall be revised to include a non-binding second opinion surgery clause and an employee awareness program (at no cost to Unit members). Multi-phasic examinations shall not be provided as part of the plan to Unit members.

16.13 Dental Benefits

The District shall provide a dental care plan for the eligible employee and his/her eligible dependents.

16.14 Vision Care Benefits

The District shall provide a vision care plan.

16.15 Life Insurance

The District shall provide a group term life insurance program for its employees and a supplemental plan for their dependents.

16.2 Maximum Annual District Contribution

The District shall contribute to the following benefits an amount not to exceed (in annual cost) the current fixed rates, as follows:

16.21 Health and Welfare Benefits

	Blue Cross 365 +	Kaiser	Life Guard	Dental
Empl. only	$2,617.68	$ 871.20	$1,992.00	$488.28
Empl.+ 1 dep.	2,617.68	1,742.40	1,992.00	488.28
Empl.+ 2 or more dependents	2,617.68	2,526.60	1,992.00	488.28

	Vision Plan	Dep. Life
Empl. only	$105.60	$6.60
Empl. + 1 dep.	105.60	6.60
Empl. + 2 or more dependents	105.60	6.60

16.22 Employee Life Insurance Contribution: $2.90 per $1,000 of salary per year. Death Benefit calculations shall be based on age and salary as follows:

Under age 50	150% of salary
Ages 50 but less than 60	100% of salary
Ages 60 but less than 65	50% of salary
Ages 65 but less than 70	25% of salary

Insurance terminates @ age 70

16.23 Dependent Life Insurance

District contribution:

$6.60 Annum per eligible dependent.

Dependent Death Benefit:

Over age of 6 months:	$1,500
Age 0-6 months:	$1,000

16.24 Long-term Disability Insurance

Annual premium for the Districts' Long-term Disability Insurance is $.70 per $100 of salary. The District shall provide each eligible employee long-term disability benefit of 66 2/3% of their salary, to a maximum payment of $2,000 per month, for a qualifying disability. Such benefit shall begin on the 91st consecutive day of total disability or after the expiration of accumulated sick leave, whichever occurs last. In the event the disability is occasioned as a result of a work-related injury, entitlement to long-term disability benefit shall be reduced by the amount of Workman's Compensation benefit received. The qualifying long-term disability benefit provided under this section shall be payable for a maximum of one (1) year or to age seventy (70) whichever occurs first.

16.3 Spousal Waiver

The District will permit a health benefit (Blue Cross/Kaiser/Life Guard) waiver to any Unit member eligible for such coverage and whose spouse has coverage which provides the employee with comparable health coverage. An employee may submit such a spousal health waiver request to the District. If approved by the District, the employee shall be permitted to convert $700 to a tax-sheltered annuity plan. This benefit is subject to the approval of the carrier.

16.4 Workman's Compensation

Employees are protected under provisions of the State Workman's Compensation Insurance Law. Injuries must be reported within 24 hours by the employee to his/her supervisor. The Supervisor shall file the report with the Business Services Office.

16.5 Benefits During Unpaid Leaves and Unauthorized Absences

Benefits paid by the District are in effect only when an employee is in approved District paid status. During unpaid leaves of absence or unauthorized absence, the District shall not contribute toward the cost of any benefit. An employee on authorized unpaid leave of absence may continue coverage by paying monthly or quarterly in advance to the District the full cost of premiums. If such payment is not made in a timely manner, coverage shall be terminated by the District.

ARTICLE 17

RETIREMENT

17.1 **Early Retirement Program (Reduced Workload)**

Full-time Unit members may, with District approval, reduce their work load from full-time to part-time (half-time minimum) and have their retirement and other benefits based on full-time employment. To qualify for this program, the Unit member shall comply with the following:

17.101 The member must reach the age of 55 prior to the first day of the semester for which part-time employment is requested.

17.102 Must have been employed full-time in the San Jose Community College District in a position requiring certification for at least ten (10) years. The immediately preceding five (5) years must have all been full-time service in the District.

17.103 Length of participation in the Early Retirement Program shall not exceed five (5) years at which time the employee shall resign. Participation shall terminate at age 70. Any member in the program who reaches age 70 during the school year may continue his/her reduced service for the balance of that school year.

17.104 The option of participation in said program shall be initiated by the Unit member. A formal written request must be submitted to the Personnel Office by April 1 of the preceding school year. The specific assignment must be mutually agreed upon by the Unit member and employer. The District must inform the member in writing of action on the request at least thirty (30) days prior to the beginning of the effective semester.

17.105 The minimum part-time employment shall consist of either a one semester full-time work load or a half-time work load for the entire year.

17.106 The Unit member shall receive a salary which is the pro rata share of the salary he/she would have received if continued in full-time employment.

17.107 The Unit member shall retain all other rights and benefits for which he/she and/or the District makes payments that would be required if he/she remained in full-time employment.

17.108 The Unit member and employer agree to submit contributions to the S.T.R.S. based on the compensation which would have been earned for his/her full-time service.

17.109 All leave benefits afforded a full-time Unit member shall be earned by the Early Retirement Program participant on a pro rata basis.

17.110 During the first year of a Unit member's participation in this program, said employee shall be deemed to be on a half-time leave. If the unit member wishes to be re-instated to a full-time position, he/she must notify the District in writing of his/her intent to return by March 1st of the first year.

17.111 Early retirees will have the option of making up five (5) days of non-paid absence per year by performing additional duties approved by the college.

17.2 Retirement

Unit members hired subsequent to September 7, 1982 shall not be eligible for these District-paid benefits.

For the purposes of this section:
A retired employee is one who has applied, is eligible for and subsequently does receive a retirement benefit from the Public Employees' Retirement System or State Teachers' Retirement System. A retired employee must be 55 years of age or older and must have been continuously employed as a paid full-time regular classified and/or certificated employee by the San Jose Community College District for 10 or more work years immediately prior to retirement.

A unit member granted a nonpaid leave of absence by the Board which interrupts the qualifying period of employment, may work enough additional days in full time paid status for the District to compensate day for day for the number of leave days granted and have the additional days counted as if there were no break in service.

17.21 Retirement Benefits

Premiums for health insurance benefits shall be paid by the District for a currently-employed Unit member who retires and his/her spouse of record, subject to all of the following conditions:

17.22 The District shall contribute to retirement benefits the fixed current maximum annual amount of:

	Both under age 65		Both over age 65	
	Blue Cross	Kaiser	Blue Cross	Kaiser
Retiree only	$2,617.68	$ 871.20	$ 900.00	$ 580.08
Retiree and spouse	$2,617.68	$1,742.40	$1,800.00	$1,451.28

17.23 The only spouse eligible to receive any District retirement benefit shall be the spouse legally married to the retiree (spouse of record) at the time of the retiree's retirement from the District. Coverage of the spouse commences at the time of the employee's retirement and ceases upon either the death of the retiree or divorce from the retiree. If the spouse was legally married to the retiree from the time of retirement until the time of death, the surviving spouse may remain as a member of the District medical health plan by reimbursing the District quarterly, in advance, for the full cost of such benefit. Such benefit ceases upon remarriage.

17.24 Upon attaining age 65, the retired employee and/or spouse qualifying for Medicare shall be required to take all action necessary to receive such coverage for which they qualify. The District shall pay for a plan which augments the Medicare coverage. The District shall not pay for any Medicare coverage for which retiree and/or spouse qualify.

17.25 Upon attaining age 65 the retired employee and/or spouse not qualifying for Social Security Medical payments without cost shall have the option to continue with a District-paid regular Blue Cross or Kaiser Plan if they pay the District quarterly, in advance, the difference in cost between the cost of those medical plans and the cost of the above District supplement payments for those employees who qualify for Social Security Medical payments.

17.26 The effective date for said benefits shall be the date on which the employee retires from the District.

17.27 The District shall not pay for health insurance coverage that retiree and/or spouse is not eligible to receive.

17.28 Dental and vision insurance may be continued by a retiree and their spouse of record by the retiree paying the District quarterly, in advance, the full cost of such benefits.

17.29 The benefits of this section shall be available only if the employee (employed prior to September 7, 1982) retires from the State Teachers' Retirement System or Public Employees' Retirement System and the District on or after the ratification of this agreement.

17.3 Special Benefit Retirement

17.31 Any full-time certificated employee of the San Jose Community College District desiring to participate in the Special Benefit Retirement program shall make the request in writing to the appropriate Dean/Provost at least sixty (60) days prior to the effective date for retirement, which must be at the end of a semester. The Dean/Provost shall make a recommendation to the President who shall forward a recommendation for action to the Personnel Office.

17.32 To be eligible for Special Benefit Retirement, an employee must meet the following requirements:

a. Have completed by the date of retirement a minimum of ten years of full-time, satisfactory service to the District.

b. Have attained the age of fifty-five (55) by the date of retirement.

17.33 The Special Benefit service shall be within the employee's competence and credential certification as assigned by the District. Participants shall not have a right to bump full-time faculty.

17.34 During the regular school or academic year the employee shall be paid at the appropriate hourly rate from the Hourly/Continuing Education Schedule. During the summer months the employee shall be paid in the same manner and from the same salary schedule as other faculty with similar assignments.

17.35 While participating in this program, the employee shall receive District-paid medical coverage and shall have the option of purchasing dental coverage.

17.36 A contract with the employee choosing to enter the program shall be for a period of two (2) years or to age seventy (70), whichever comes first.

17.37 The maximum amount earnable under this section shall be adjusted by the STRS Board on July 1,***1983 and on July *** thereafter, by fifty percent (50%) of the annual amount of increase in the "All Urban California Consumer Price Index," using December 1980 as the base.

ARTICLE 18

EVALUATION PROCEDURES FOR INSTRUCTIONAL IMPROVEMENT

Members of the Association shall be evaluated in accordance with procedures set forth herein.

18.1 Full-time Faculty

18.11 Judgment of the individual's professional competence shall be the basis of evaluation, with an emphasis on how this professional competence can be improved.

18.12 The following standards shall be discussed by the evaluation team in order to determine applicability. All items may not be relevant to every category of unit member or subject area of assignment, and the evaluation team may indicate not applicable (NA) for items not relevant to the individual instructor. Specific items, upon approval of the evaluation team, may be added to or deleted from the list for counselors, librarians and learning disabilities faculty.

a. Competence in the body of knowledge associated with the area of professional assignments:

Demonstrates knowledge of field at the mastery level in performance of services.

Updates course materials.

Updates knowledge of subject matter through activities such as:

(1) Course
(2) workshops
(3) visitations
(4) professional/technical literature
(5) field work
(6) research, job experience.

b. Knowledge of and effective application of appropriate techniques essential for competent performance in the area of assigned responsibilities.

Instructional competence includes, but is not limited to:

(1) teaching methods
(2) Classroom delivery
(3) Provision for students' learning differences
(4) Encouragement of questions and comments from students
(5) Encouragement of independent and divergent thinking
(6) Control of classroom environment
(7) Careful and purposeful preparation and planning
(8) Demonstrated methods to achieve the goals and objectives of the course
(9) Clear assignments or directions

Methods of Student Evaluation:

(1) Examination practices:

Updated exams
Varied types of questions
Guidance of students' preparation for exams
Tests congruency with teaching methods and subject matter
Use of exams as teaching tools
Prompt return of exams

(2) Alternate methods of evaluation:

Manipulative skills, performance tests
Oral Exams
Term papers, projects, etc.

(3) Relationship with students:

Courteousness
Rapport
Keeps appointments

c. Acceptance of professional responsibilities/recognition of obligations:

The instructor shall meet his/her classes stipulated in the course schedule.

The instructor shall teach competently, fairly and objectively the subject matter described in the college catalog and stipulated in the course outline.

The instructor shall maintain fair and unambiguous standards for student evaluation which adhere to stated grading policies in the college catalog.

The instructor shall attend department/ sub-area, division/area and faculty meetings.

The instructor shall participate on committees established for the purpose of bettering the college's programs.

(1) Class Preparation:

Punctuality
    Classes
    Meetings
    Office Hours

Office Hours
    Maintains
    Encourages student access
    Student advisement

Management of facilities, such as:

    Reasonable care of instructional equipment and supplies

    Cleanliness and orderliness of room environment

Supervision of classroom and/or laboratory

(2) Completes required forms:

On time
Completely and accurately
Clearly stated with accurate information

(3) Professional Attitudes:

Is willing to help the student with his/her college related problems.

Acts professionally in relationships with others

Accepts and implements constructive suggestions

Avails him/herself of the opportunities to grow in the profession

Recognizes the merits of differing methods and techniques

Is willing to try new ideas

d. Effectiveness of Communication:

Expresses ideas clearly and accurately

Maintains appropriate records and reports

Meets obligations on time

Demonstrates maturity of thought and judgment in reaching decisions

Works effectively and cooperatively with others

e. Professional/Community Activities:

Faculty organizations

Faculty committees

Professional organizations

Community activities

Advisor for student club or organization

18.13 The evaluation team shall recognize and support a diversity of effective styles and methods of instruction.

18.2 **Evaluation Team Composition**

18.21 The minimum composition of the evaluation team will be:

a. The instructor;

b. The Division Chair, Center Coordinator or immediate supervisor, who will serve as the chairperson of the evaluation team;

c. An instructor mutually selected by the instructor and the Division Chair, Center Coordinator or immediate supervisor.

18.22 If the instructor and the Division Chair/Center Coordinator or immediate supervisor cannot agree on an instructor, the evaluation team will be expanded to a larger size, including items "a" and "b" above, and:

a. An instructor selected by the instructor being evaluated;

b. An instructor selected by the Division Chair, Center Coordinator or immediate supervisor.

18.3 **Evaluation Process**

The Division Chair/Center Coordinator or immediate supervisor, serving as the Chair of the evaluation team, after two classroom/area of assignment observations will set up time and place for the evaluation conference during work days as defined in Article 10. The evaluation team shall accept input from each of the following sources: students, peers, administrators and the evaluee; review the self-evaluation(s), student evaluation summaries and prepare necessary reports and recommendations, including recommendations concerning the instructor's performance.

18.31 The evaluation conference - The purpose of the conference is to review the self evaluation, student evaluations, peer evaluations, and establish objectives, ideas and plans for improvement of existing practices for reaching established goals. During this conference, strengths and areas needing improvement will be discussed and strategies for improvement shall be developed. More than one conference meeting may be required. A product of this conference will be the development of appropriate goals and means for achieving these goals. Objectives shall be included for each area needing improvement.

This written agreement on evaluation plans shall be prepared by the Division Chair/Center coordinator or immediate supervisor and shall be signed by all participants of the conference.

18.32 Prior to the next meeting, the instructor shall prepare appropriate and meaningful material which reflects any activities related to evidence of meeting the stated objectives since the last meeting. These materials will be distributed to the evaluation team prior to the conference date. Any member of the evaluation team may request a meeting to review the plan and supporting information.

18.33 A summary evaluation report shall be prepared by the evaluation chairperson and agreed to by a majority vote of the evaluation committee. If a majority of the evaluation committee does not agree to the chairperson's summary evaluation report, then the summary evaluation report's form shall consist of 3 sections:

a. one written by the evaluee

b. one by the faculty member(s)

c. one by the administrator

If a majority agree to the chairperson summary evaluation report, but a faculty member or the evaluee disagrees with that report, then they may attach their comments to the evaluation summary.

An interim report shall be filed after changes in plan and/or membership of the evaluation team. Copies of all reports shall be distributed to all members of the evaluation team. The evaluation report shall summarize each of the evaluative comments of the students, peers, the evaluee and the administrator.

18.34 President/Designee

The President or his/her Designee shall receive the summary evaluation report and recommendations submitted by the evaluation team. The summary evaluation report and recommendations of the evaluation committee shall be forwarded to the Chancellor and shall be placed in the evaluee's personnel file.

If the President or his/her Designee determines that further evaluation is necessary after reviewing the evaluation committee's recommendations and reports, he/she may initiate any or all of the following:

a. Conduct his/her own evaluation of classroom/ area of assignment observations.

b. Meet with the evaluation team to review reports and recommendations.

c. Meet with the faculty member to review reports and recommendations and mutually develop strategies which will assist the faculty member in improving areas needing improvement (which may require more frequent evaluation).

After completing his/her evaluation, the President or his/her Designee shall submit his/her report and recommendations to the Chancellor. One copy of all reports and recommendations will be placed in the individual's personnel file and provided to the evaluee prior to their submission to the Board. The evaluee may at any time attach written comment to the above reports.

18.35 Student Evaluations

Student evaluations for all faculty shall be administered each semester in all classes taught by the faculty member. Counselors, librarians and learning disabilities faculty shall use a random sample technique to assess the perceptions by the clientele served. Student input shall be obtained from a standardized form selected by the committee from a set of forms which are approved by both the District and CTA.

Evaluation forms used will be administered by a faculty member appointed by the instructor when the faculty member to be evaluated is not in the classroom. These forms will be tallied by a person other than the instructor who is chosen by the committee and will be summarized by the committee chair. The raw evaluation forms will be kept on file by the committee chair for two years.

18.4 Part-time Hourly Unit Members

All part-time hourly faculty shall be evaluated by the President's designee during their first semester of service. After the first semester of service, faculty shall be evaluated at least once each two years. The evaluations shall be conducted using self evaluation, student evaluation, and administrative evaluation procedures. The timing of part-time instructor's evaluation shall conform to that of full-time instructors. Evaluations of an instructor which were made while he/she was a classified staff member with the District will not be considered for certificated evaluation.

18.5 For full-time contract faculty, the summary evaluation report shall include a recommendation for or against continued employment from the committee, which shall be submitted to the President or his/her designee. The President or his/her designee will forward the evaluation team's recommendation concerning reemployment along with his/her own recommendations to the Chancellor. The faculty member shall sign and receive a copy of this report and may submit a written dissenting opinion which shall be attached to the report.

18.6 The evaluation for instructional improvement shall be conducted each fourth semester of employment (excluding sabbaticals and leaves) for regular faculty, and each second semester of employment for contract faculty.

18.7 For Unit members age seventy (70) and over, once each academic year the President or his/her designee shall meet with each such employee for a performance evaluation.

18.8 If the District feels there are grounds for dismissal of any faculty member, a formal dismissal and/or competency evaluation may be initiated, subject to all he restrictions of law.

ARTICLE 19

REDUCTION IN FORCE

19.1 In determining that no certificated employee shall be terminated while a less senior certificated employee is retained to render a service (which the more senior employee is both certificated and competent to render), the following standards shall be applied by the San Jose Community College District for purposes of reassignment and recall:

19.11 Certificated

To be certificated to perform a service, the employee must have a valid California credential (limited service, partial fulfillment, life service) authorizing the performance of the particular service (if the credential is to be considered in making reduction in force decisions). The employee must have filed the credential in the Santa Clara County Office of Education and with the District Personnel Office prior to March 1 of the year in which the reduction in force decision is made.

19.12 Competent

a. Vocational/Trade Areas (Subjects for which a Master's degree is not currently required to obtain a credential):

(1) Paid experience as the assigned teacher in the particular service in question in an accredited institution of higher education for the equivalent of at least two (2) full-semester length courses, covering at least two different semesters during the past six (6) years, beginning Fall, 1980.

OR

(2) Paid occupational experience equivalent to two full years within the past six years prior to March 1, in a business or industry in a position that qualifies for experience toward acquiring a vocational credential covering the particular kind of service in question.

OR

(3) Possession of a Master's or Doctoral degree in the particular service in question received within the past seven years prior to March 1, from an accredited college or university.

b. Non-Vocational Areas:

(1) Possession of a Master's or Doctoral degree in the particular service in question received within the past seven (7) years prior to March 1, from an accredited college or university.

OR

(2) Paid experience as the assigned teacher in the particular service in question in an accredited institution of higher education for the equivalent of at least two full-semester length courses covering at least two different semesters during the past six (6) years, beginning Fall, 1980.

c. Non-Teaching Services: (Such as Librarian, Counselors, School Nurse)

(1) Possession of a Master's or Doctoral degree in the particular service in question received within the past seven (7) years prior to March 1, from an accredited college or university.

(2) Paid experience in the particular service in question in an accredited institution of higher education for the equivalent of two (2) complete semesters of full-time service within the past six (6) years, beginning Fall,

1980. Assignments fixed for the Spring semester during which a reduction in force decision is made will be considered completed.

19.13 General Provisions

Within this section wherever a reference is made to a beginning date such as Fall, 1980, for each year subsequent to 1985-86, the beginning date will be advanced one (1) year. For 1986-87 the beginning date will be Fall, 1981.

Within this section wherever a reference is made to March 1, that date is determined to be within the same year as the reduction in force decision is made.

Individuals and/or the Association may, in the layoff hearing, challenge the application of the competency standards to individuals by the District, but not the standards themselves.

Layoffs and their effects shall not be subject to further negotiations by either party for the term of the contract, but shall be governed by the provisions of this agreement and the California Education Code.

19.14 If a lay off occurs, the District shall provide Unit members and eligible dependents with District-paid medical insurance (Blue Cross/Kaiser/Life Guard) for three (3) months subsequent to the effective date of lay off. This benefit shall apply only to Unit members previously employed on a full-time basis.

ARTICLE 20

SAVINGS PROVISION

20.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or as the result of new law adopted at the Federal or State level, such provisions will not be deemed valid and subsisting except to the extent permitted by law. All other provisions will continue in full force and effect.

ARTICLE 21

COMPLETION OF MEET AND NEGOTIATE

21.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to Meet and Negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this agreement, even though such subject or matter, may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

The parties to this agreement may reopen the following issues for 1986-87 school year:

a. Salary schedule and fringe benefit dollar amounts.

b. English as a Second Language (E.S.L.) and English class sizes.

The parties to this agreement may reopen the following issues for 1987-88 school year:

a. Salary schedule and fringe benefit dollar amounts.

ARTICLE 22

SUPPORT OF AGREEMENT

22.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the Meet and Negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before this school Board to seek change or improvement in any matter subject to the Meet and Negotiation process except by mutual agreement of the District and the Association, or as permitted by Article 21. This shall in no way preclude the Association from providing information to the Governing Board when the Governing Board is about to adopt a rule, regulation or policy on any matter affecting Unit members that is outside the scope of this contract.

ARTICLE 23

EFFECT OF AGREEMENT

23.1 It is understood and agreed that the explicit provisions contained in this Agreement shall prevail over District practices and procedures and over State laws, to the extent permitted by State law; and that in the absence of explicit provisions in this Agreement, such practices and procedures are considered to be within discretionary action by the District.

ARTICLE 24

CONCERTED ACTIVITIES

24.1 It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to "lock out" employees during the term of this Agreement.

24.2 The Association recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every reasonable effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by employes who are represented by the Association, the Association agrees in good faith to take steps to cause those employees to cease such action.

ARTICLE 25

TERM

This Agreement shall remain in full force and effect up to and including June 30, 1988; and, thereafter, shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15 of its rquest to modify, amend or terminate the Agreement.

IN WITNESS WHEREOF the parties execute this agreement on the day of September 17, 1985.

SAN JOSE COMMUNITY COLLEGE DISTRICT

President, Board of Trustees

Chancellor/Superintendent

CALIFORNIA TEACHERS' ASSOCIATION

Bruce John Carroll

President, California Teachers
Association (C.T.A.)

COMPOSITION OF NEGOTIATING TEAM

DISTRICT TEAM

Paul Loughlin

Kenneth Fawson

Edward Ferner

ASSOCIATION TEAM

Patrick Butler

Bruce Carroll

Sally Menning

Dell Redding

Virginia Scales

LaZelle Westbrook

EVERGREEN VALLEY COLLEGE

SAN JOSE COMMUNITY COLLEGE DISTRICT
SAN JOSE, CALIFORNIA
1985-86 CALENDAR

SAN JOSE CITY COLLEGE

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Days Taught
Aug-Sept			21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17
Sept-Oct	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	20
Oct-Nov	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	20
Nov-Dec	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	17
Dec-Jan	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	10 =84
Jan-Feb	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	10
Feb-Mar	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1	2	10
Mar	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	15
Mar-Apr	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	20
Apr-May	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	20
May-June	26	27	28	29	30	31	1	2	3	4	5																		8 =91

Saturdays and Sundays are shown but not counted as instruction days.
Total Instruction Days - 175 (Fall Semester 84 days, Spring Semester 91 days)

SAN JOSE COMMUNITY COLLEGE DISTRICT

Certificated Salary Schedule

1985-1986

Effective: 8/19/85
Board Approved: 9/17/85

5% Increase
over 1984-1985

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
ACADEMIC PLACEMENT:	AB Degree	MA Degree	AB + 45# w/ MA	AB + 60# w/ MA	AB + 81# w/ MA	Doctorate
VOCATIONAL PLACEMENT:	Temporary CC Credential in Specified* Vocational Area	Permanent CC Credential in Specified* Vocational Area	Permanent CC Credential in Specified* Vocational Area	Permanent CC Credential in Specified* Vocational Area + 25#	Permanent CC Credential in Specified Vocational Area + 50# w/ BA	Doctorate
STEP						
1	19,751	22,070	23,120	24,173	25,223	25,887
2	20,576	23,032	24,114	25,257	26,416	27,080
3	21,396	23,996	25,103	26,338	27,603	28,268
4	22,217	24,955	26,096	27,424	28,795	29,460
5	23,038	25,915	27,082	28,509	29,985	30,650
6	23,854	26,878	28,072	29,591	31,176	31,839
7	24,796	27,838	29,065	30,677	32,368	33,032
8	25,617	28,799	30,052	31,761	33,558	34,224
9**	26,438	29,759	31,045	32,845	34,747	35,411
10	27,259	30,721	32,037	33,929	35,938	36,603
11	28,080	31,684	33,025	35,014	37,124	37,790
12	28,080	32,643	34,016	36,098	38,318	38,981
13	28,080	33,602	35,006	37,179	39,509	40,172
14	28,080	33,602	35,006	37,179	39,509	40,172
15	28,080	33,602	35,006	37,179	39,509	40,172
16	28,080	34,442	35,880	38,109	40,496	41,176
19***				39,037	41,482	42,181
22***					42,470	43,185

# Academic Placement: Graduate level semester units in assigned field.
Vocational: Semester Units in assigned field.

* Vocational fields specified by the San Jose Community College District.

** Maximum beginning Step placement for years of experience.

***Requires Professional Recognition plan approved by Professional Recognition Committee, longevity and completion of nine semester units.

Approved by
Board: 9-17-85

SAN JOSE COMMUNITY COLLEGE DISTRICT

1985-86 Salary Schedule

Part-Time Hourly Instructors

(Effective 8/19/85)

(5% Increase
over 1984-85)

* Years of teaching for San Jose Community College District	Theory (Lecture) A	Activity Shop Studio Related Instruction Theory-Laboratory Laboratory B
1	$ 25.23	$ 22.42
2	25.84	23.03
3	26.49	23.69
4	27.12	24.33
5	27.77	24.97
6	28.41	25.61
7	29.02	26.26
8	29.70	26.89
9	30.32	27.53

1. Other certificated persons employed in testing, counseling, supervision, evening health nurse, and as librarians are scheduled at $27.53 per hour.
2. Certificated persons employed in the Work Experience Program are paid at the rate of $71.52 per student.

001290

AGREEMENT

BETWEEN

BOARD OF TRUSTEES
SIERRA JOINT COMMUNITY COLLEGE DISTRICT

AND

SIERRA COLLEGE FACULTY ASSOCIATION

NOVEMBER 27, 1984

2yr

6/30/87

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
SALARY SCHEDULE, 1986-87

A. Track Placement at Date of Hire:
An instructor will be placed in the track that gives maximum credit for the degrees held and subsequent units earned.

B. Class Placement at Date of Hire:

1. Community College Credential or Bachelor's Degree
An instructor holding a valid California Community College Credential or a Bachelor's Degree and less than 40 subsequent units will be placed in Class A.
2. Bachelor's or Master's Degree
An instructor must hold a valid California Community College Credential. Placement in Class B, C, or D will be based on degree(s) held, and/or units completed subsequent to degree(s). An instructor placed in Class C or D prior to July 1, 1965, is exempt from the Master's Degree or the equivalent requirement.

C. Step Placement at Date of Hire:

1. Teaching Experience Credit: An instructor will receive year-for-year credit for full-time teaching experience, subject to limitation in C-3.
2. Work Experience Credit: An instructor will receive one year of teaching experience credit for every two years of related full-time work experience, subject to limitation in C-3.
3. Maximum Step Placement: No more than seven steps will be granted at time of original hire without special action by the Sierra College Board of Trustees.

D. Step Advancement after Date of Hire:
Advancement from one step to the next occurs with every completed fiscal year of full-time employment. A new instructor completing 75% or more of days maintained for instruction in the fiscal year of hire will advance on step, effective July 1 of the following fiscal year; otherwise, advancement will occur only after completing the fiscal year of hire PLUS the following fiscal year.

NOTE: Staff employed prior to July 1, 1980 with a fully satisfied Community College Instructor's Credential authorizing the teaching of a vocational subject will remain in their current class as described in the 1979-80 salary schedule and may move to the next class by accumulating the necessary units subsequent to placement in their current class as described in the 1979-80 salary schedule. (See Appendix A-1)

TRACK I	CLASS A Bachelor's Degree or any credential authorizing the holder to teach in a California Community College.	A Bachelor's Degree plus 40 semester units.	A Bachelor's Degree plus 60 semester units including Master's Degree.	A Bachelor's Degree plus 80 semester units including Master's Degree.
TRACK II		A Master's Degree.	A Master's Degree plus 20 semester units.	A Master's Degree plus 40 semester units.
Step 1	$21,750	$23,053	$24,439	$25,904
2	22,620	23,977	25,517	26,939
3	23,526	24,935	26,431	28,021
4	24,466	25,934	27,489	29,140
5	25,445	26,972	28,590	30,305
6	26,464	28,051	29,734	31,518
7	27,521	29,174	30,923	32,777
8	28,620	30,339	32,160	34,088
9	29,767	31,552	33,447	35,452
10	30,956	32,812	34,786	36,871
11	-	34,127	36,175	38,345
12	-	-	37,623	39,878
13	-	-	-	41,475

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PREAMBLE

This is an Agreement made and entered into this 27th day of November 1984 between the Sierra Joint Community College District (hereinafter referred to as "District") and the Sierra College Faculty Association (hereinafter referred to as "Association").

ARTICLE 1: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for the faculty as per Sierra Joint Community College District Resolution No. 76-19.

All newly created or modified positions, except those that are classified, management, confidential, or supervisory shall be assigned to the unit.

The provisions of this Agreement are solely applicable to members of the bargaining unit as described in this Article.

ARTICLE 2: EMPLOYEE RIGHTS

The District and the Association recognize the rights of employees to form, join, and participate in activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in such activities.

ARTICLE 3: ASSOCIATION RIGHTS

3.1 Release Time

Up to five (5) representatives, as designated by the Association President, shall be released from any District responsibilities for meetings held between the Association and the District for purposes of negotiations, grievances, impasse proceedings, and unfair labor practice hearings with appropriate P.E.R.B. representatives.

The Association may purchase from the District a maximum total of ten (10) person-days, in full-day increments, per academic year of released time for the purpose of Association business. The Association shall reimburse the District for such released time on the rate of days released divided by total annual work days times the employee's annual salary. A minimum of two (2) days advanced written notice shall be presented to the District.

The Association President or designee shall be awarded three (3) semester units release per academic semester for Association activities. No overload is permitted during the semester of release, but overload during the summer session is permissable.

The President of the Association or designated officer of the Association will be given up to three (3) hours' released time to attend District Board meetings which coincide with his/her regular assigned class instruction or office hours.

3.2 Association Access

Authorized representatives of the Association shall be permitted to transact official Association business on school property and utilize District facilities at all reasonable times, provided normal room utilization procedures are followed and provided that such activities do not interfere with instruction.

3.3 Bulletin Boards and Mailboxes

The Association shall have the right to post notices of activities and matters of Association concern on bulletin board space in the Faculty Dining Room, Library, Administration Building, and in or adjacent to each division office.

The Association may use the District mail service and faculty mailboxes for communications to faculty. All postings for bulletin boards or items for school mailboxes shall contain the date of posting or distribution, and the identification of the Association together with a designated authorization by the Association officer. A copy of such postings or distributions will be delivered to the Superintendent or designee, at the same time as posting or distribution. The Association agrees to abide by Federal and State laws.

3.4 District Equipment and Supplies

The Association shall be permitted to use typewriters, copying equipment, and audio-visual equipment and, subject to availability, word processing and microcomputers provided the Association reimburses the District for its costs of materials, supplies, and personnel time, subject to law.

Access to any computerized institutional files must be authorized by the President/Superintendent or designee to the same extent as afforded to private citizens under the law or District policy. The time and type of use of the computer by the Association will be scheduled in advance with the Director of Computing and Informational Services or designee. All Association work on the computer will be done using a special account number for the Association. The Association will pay the cost of materials, supplies, and related computer use costs.

3.5 District Budget and Agenda

The President of the Association will be supplied with two (2) copies of the District's preliminary and final budget and ten (10) copies of the Board agenda as soon as provided to the Board.

3.6 Information

Within 30 days of Board ratification of this Agreement, the District shall print and make available to the Association 200 copies of the Agreement. The Association shall distribute the Agreement to all full-time bargaining unit members.

3.7 Association Representatives

The Association shall provide the District with names of Association-designated representatives and shall indicate their authorized area of responsibility. The District agrees to deal only with the designated representatives as submitted by the Association in all matters relating to grievances and the terms and conditions of employment as set forth in this Agreement.

ARTICLE 4: DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the business of the District to the full extent of the law, unless limited by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

An emergency as referred to in this Article shall be considered as an unanticipated sudden event of major proportion outside the control of the District which disrupts the operation of the District. In the event the District declares that an emergency exists which impinges on the rights of the Association or its members, such action shall be restricted to the period in which the emergency exists.

ARTICLE 5: PAYROLL DEDUCTIONS

The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:

1. Such deductions shall be made only upon submission to the designated representative of the District on a form duly completed and executed by the employee and the Association.
2. The District shall not be obligated to effect such new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after submission of the District form duly completed by the authorized officer of the Association.
3. The Association shall be notified by the Business Office each pay period of changes or cancellations of membership of unit members and may obtain an updated copy of membership roster as soon as available each semester.

The District shall make other deductions which are approved by the District and authorized by the employee.

ARTICLE 6: FULL-TIME FACULTY SALARIES

6.1 The full-time salary schedule for 1984-85 shall be in accordance with the established certificated salary schedule as provided for in "Appendix A", Sierra Joint Community College District Salary Schedule, incorporated as part of this Agreement.

6.2 "Appendix A" represents an increase of 6% over the prior contract and is retroactive to July 1, 1984. In addition, the District will provide for a one-time, off-schedule payment of $700 per employee for each full-time faculty member employed as of July 1, 1984.

6.3 The District agrees to improve the salary schedule by bringing the salary to 3% above the Statewide median as of November 1, 1985. The median shall be determined by the formula as indicated by "Appendix B" to this Agreement. This adjustment is retroactive to July 1, 1985. In no case will the salary schedule be reduced.

6.4 The District agrees to improve the salary schedule by bringing the salary to 3% above the Statewide median as of November 1, 1986. The median shall be determined by the formula as indicated by "Appendix B" to this Agreement. This adjustment is retroactive to July 1, 1986. In no case will the salary schedule be reduced.

ARTICLE 7: PART-TIME FACULTY SALARIES

7.1 Effective Spring Semester 1985, the part-time hourly rate for temporary part-time hourly faculty and full-time faculty teaching an overload for the Spring, Fall, and Summer semesters shall be as follows:

Lecture Hour	$25.26 per hour
Laboratory Hour	$17.68 per hour

The laboratory rate shall be 70% of the lecture rate.

7.2 Effective Spring Semester 1986, the part-time hourly rate will be adjusted by the same percentage increase, if any, as applied to the full-time salary schedule for the 1985-86 school year.

7.3 Effective Spring Semester 1987, the part-time hourly rate will be adjusted by the same percentage increase, if any, as applied to the full-time salary schedule for the 1986-87 school year.

ARTICLE 8: STIPENDS

8.1 DOCTORATE

$1,100 effective July 1, 1984 (earned Doctorate from an accredited educational institution).

8.2 LONGEVITY

The District will pay longevity increments to employees, effective July 1, 1982, as follows: An employee commencing his/her 20th year of service with the District will receive $500 on his/her annual base salary. An employee commencing his/her 25th year of service with the District will receive an additional $500 on his/her annual base salary.

8.3 DRAMA

$660 effective July 1, 1984 (two 3-act plays or equivalent).

8.4 BAND DIRECTOR

$800 per year for events determined by the Band Director and the appropriate Associate Dean (at least four concerts per year).

8.5 COACHING ASSIGNMENTS

8.5.1 Full-time Head Coaches at Sierra College are assigned from 6-10 hours of credit toward their regular teaching load, plus a stipend of 7% of Class D, Step 1 on the Certificated Salary Schedule, for pre-season practice, vacation practice, scouting/recruiting, evening and weekend games, travel and administrative duties.

8.5.2 Part-time Head Coaches at Sierra College are paid the hourly lab rate for 10 hours of regularly scheduled classes, plus a stipend of 7% of Class D, Step 1 on the Certificated Salary Schedule, for pre-season practice, vacation practice, scouting/recruiting, evening and weekend games, travel, and administrative duties.

8.5.3 Full-time Assistant Coaches are assigned from 6-10 hours of credit toward their regular teaching load, plus 5% of Class D, Step 1 on the Certificated Salary Schedule, for pre-season practice, vacation practice,scouting/recruiting, evening and weekend games, and travel.

8.5.4 Part-time Assistant Coaches will be paid the hourly lab rate for a maximum 6 hours per week for 12 weeks of the competitive season, plus 5% of Class D, Step 1 on the Certificated Salary Schedule, for pre-season practice, vacation practice, scouting/recruiting, evening and weekend games, and travel. Part-time Assistant Coaches unable to make a full commitment to the regularly scheduled class hours will be paid the stipend only.

8.6 COMPENSATION FOR ASSIGNMENTS IN ADDITION TO THE REGULAR CONTRACT YEAR WHICH ARE NOT COVERED BY OTHER PROVISIONS OF THIS AGREEMENT

(This does not preclude both parties to such contracts from mutually agreeing on the appropriate remuneration for services rendered for special projects. CETA projects, and college offerings not for credit.)

Compensation for assignments in addition to the regular contract year shall be calculated according to the following formula to arrive at the proper daily rate.

$$\frac{\text{REGULAR YEARLY SALARY}}{\text{175 DAYS + DESIGNATED SERVICE DAYS AS DEFINED IN SECTION 10.1}} = \text{DAILY RATE}$$

ARTICLE 9: HEALTH AND WELFARE BENEFITS

9.1 Effective July 1, 1984, the District agrees to increase its contribution of premiums for health, dental, income protection, and life insurance from a total cost of $210 per month up to but not to exceed $250 per month for a full-time certificated employee. Premium cost beyond $250 per month shall be absorbed and paid for by the employee through payroll deduction.

9.2 Effective July 1, 1985, the District agrees to increase up to 10% of the current premiums for health, dental, income protection, and life insurance from a total of $250 per month per full-time certificated employee. Should the actual cost exceed $275, and upon request by the Association, the District may renegotiate the health and welfare section of the contract.

9.3 Effective July 1, 1986, the District agrees to increase up to 10% of the then current monthly premiums for health, dental, income protection, and life, insurance for each full-time certificated employee. Should the actual cost exceed this increased amount per month, and upon request by the Association, the District may renegotiate the health and welfare section of the Contract.

9.4 For purposes of this Article, a full-time certificated employee is employed for 175 days plus designated service days and has a 100% workload. A less than full-time faculty member employed for more than 60% of a workload, but less than 100% of a workload, shall be eligible for the same benefits at the direct prorated cost of a full-time employee. The employee's cost shall be made through payroll deduction. This paragraph shall apply to all employees hired after July 1, 1984. All others shall be governed by the Agreement in existence at time they were hired.

9.5 HEALTH INSURANCE

Health insurance shall be provided for regular full-time certificated employees and dependents.

9.6 DENTAL INSURANCE

Dental insurance shall be provided for regular full-time certificated employees and dependents.

9.7 INCOME PROTECTION

Income protection shall be provided for regular full-time certificated employees. Such coverage shall provide for a maximum benefit of 66 2/3 percent coverage in the event that the employee has insufficient dependents to qualify for full STRS benefits subject to the carrier's request to provide evidence of insurability.

9.8 LIFE INSURANCE

Life insurance shall be provided for regular full-time certificated employees only. The District will pay the cost of a $10,000 life insurance policy.

9.9 HEALTH INSURANCE FOR RETIRED CERTIFICATED EMPLOYEES

If permissable under contract in force with carriers at the time, the District will pay the full cost of health insurance as set forth herein for an ordinary or disability-retired employee and their dependent(s) upon completion of five (5) years of service with the District. Health insurance shall continue in force until such time as the member is eligible for benefits under Part A and Part B of Medicare or any other governmental program. The employee shall notify the District of other private and/or government coverage available to them at a level and cost similar to that offered hereunder, and the District will coordinate health District-coverage with such benefits, particularly Medicare or other government benefits. Upon notice of the death of a retired employee to the District, the District will continue health insurance for the spouse until the spouse remarries after the death of the retired employee, if such continuance is permissable under the contract with the carriers at the time. This section shall apply to all employees and their dependent(s) who retire pursuant hereto on or after the date this Agreement is signed; all others shall be governed by the Agreement in existence at time they retired.

9.10 DEPENDENT

Dependents, as used in this Article, shall be defined by the respective carrier in accordance with the Internal Revenue's Code meaning of a dependent.

9.11 ENROLLMENT

Upon initial employment, an employee must enroll in the above described plans, if eligible, within thirty (30) calendar days of date of employment or wait until the next open enrollment period. The open enrollment period normally falls in the month of October of each year. An employee who fails to enroll during the first thirty (30) days and waits until the next open enrollment period may be required to submit evidence of insurability to the respective insurance carriers.

9.12 COMMENCEMENT AND TERMINATION DATE OF COVERAGE

Eligible employees hired or terminated between the first (1st) and the fifteenth (15th) of the month, inclusive, shall be eligible or be discontinued for health and welfare benefits effective the first day of the following month.

For example: An employee hired or terminated on January 5th becomes eligible or is discontinued on February 1st.

Eligible employees hired or terminated between the sixteenth (16th) and the last day of the month, inclusively, shall be eligible or be discontinued for health and welfare benefits effective the first (1st) of the next following month.

For example: An employee hired or terminated on January 18th becomes eligible or is discontinued on March 1st.

9.13 CONTINUANCE OF HEALTH BENEFITS FOR EMPLOYEES ON A LEAVE OF ABSENCE WITHOUT PAY

An employee who elects a leave of absence, without pay, for up to one (1) year will be afforded the opportunity to purchase the health insurance plan for up to one (1) year for themselves and their dependent(s). In order for the affected employee to be covered for the following month(s), payment must be received by the Business Office by the eighth (8th) day of each month. It shall be the employee's responsibility to find out when the first payment is due. Once a payment is missed, the employee may not be reinstated in the plan until his/her reemployment or return from an approved leave of absence, without pay.

9.14 CONTINUANCE OF HEALTH INSURANCE

An employee applying for disability retirement or income protection insurance shall utilize all paid leaves first. Upon exhaustion of paid leaves, the employee shall be considered on a leave of absence, without pay, until such time as a determination is made by the retirement system or the insurance carrier. The District, during periods of leaves of absence, without pay, will continue the health insurance for the employee and dependent(s), but will discontinue dental, income protection, and life insurance in accordance with the termination provision of this Article.

ARTICLE 10: WORKYEAR AND CALENDAR

10.1 The normal workyear consists of 175 service days, commencement when required, and up to two (2) extra service days for regular contract employees, or up to three (3) extra service days for all first-year contract employees.

*10.1.1 The workyear for Counselors, Rehabilitation Counselors, Enabler, Outreach Specialist, Learning Disabilities Specialist, and Special Services Counselor, shall consist of fifteen (15) days beyond those specified above and may occur any time from July 1 to June 30. The schedule shall be developed by the Associate Dean prior to April 1 of each year, but may be modified before May 15 of each year. Changes subsequent to May 15 of each year shall be with the consent of the unit member. Pay under this this section shall be at the appropriate daily rate. Faculty members will be entitled to twenty-two (22) consecutive work days off.

10.2 Days beyond the normal workyear:

10.2.1 The District may assign up to an additional twenty (20) service days beyond the normal workyear to instructors in Agriculture, Forestry, Nursing, Special Education, Learning

*These changes shall be implemented beginning with the 1985-86 school year.

Disabilities Specialist, and to Counselors (Rehabilitation Counselor, Enabler for the Handicapped, Outreach Specialist). Pay under this section shall be at the appropriate daily rate. These assignments shall be scheduled by the appropriate Dean prior to May 15 of each year. Changes subsequent to May 15 of each year shall be with the consent of the unit member.

10.2.2 Service days beyond the normal workyear for faculty other than those listed in 10.2.1, or service days beyond the twenty (20) days for those indicated in 10.2.1 may only be assigned with the faculty member's consent. Pay under this section shall be at the appropriate daily rate.

10.2.3 Duty hours for service days beyond the normal workyear shall not be less than eight (8) hours per day.

10.3 An equal number of representatives designated by the Association and the President of the College shall annually convene no later than September 30 to consider and recommend the District's college calendar for the following year consistent with all applicable articles of this Agreement. The committee's recommendation will be forwarded to the President of the College no later than November 15. The action taken by the President of the College as a result of the committee's recommendation is not a matter for grievance. Compliance with this provision shall fulfill the District's obligation to negotiate the calendar.

10.4 The District agrees not to schedule any of the normal workyear service days on any of the following non-student attendance days:

Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
New Year's Day
Lincoln's Birthday
Washington's Birthday
Week of Spring Vacation
Memorial Day
Independence Day

10.5 On or before the last Friday in January of each year, the Association will provide the Dean of Instruction with a list of those faculty members who will participate in commencement exercises. Any faculty member may participate in any commencement exercise at Sierra College. However, if the list provided by the Association consists of less than fifty (50%) percent of the number of total full-time faculty, then the District may invoke the provisions of 10.5.1. There shall be no additional compensation for participating in commencement exercises.

10.5.1 On even-numbered years, one-half the faculty beginning with the letters "A" through "K", will participate in the commencement exercises. On odd-numbered years, the other half of the faculty will participate.

10.5.2 If under unusual circumstances and upon approval of the President, a faculty member cannot participate as directed above, he/she must participate in the next scheduled exercises. This will apply even though the Association may provide a list of more than fifty (50%) percent of the full-time faculty.

10.5.3 Failure of the faculty member to participate in commencement when required, unless excused through any of the normal leave provisions of this contract or by decision of the appropriate administrator, will result in the loss of one-half (1/2) day's pay calculated at the appropriate daily rate as defined in Article 8.

ARTICLE 11: LEAVES

11.1 GENERAL PROVISIONS

11.1.1 A leave is an authorized absence from duty for a specified period of time.

11.2 SICK LEAVE

11.2.1 Accrual

11.2.1.1 Full-time faculty members who work a full workyear shall accrue ten (10) days sick leave per year.

11.2.1.2 Full-time faculty members who work fewer days than a full workyear shall earn sick leave on a proportionate basis.

11.2.1.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each full-time faculty member.

11.2.1.4 Unused sick leave may be accumulated without limit.

11.2.1.5 Upon retirement, unused sick leave shall be coordinated with the retirement system as provided by law.

11.2.2 Usage

11.2.2.1 Available sick leave days shall be translated into available hours of sick leave at the beginning of each year, or at the beginning of each new assignment or change of assignment that results in a change of accountable time per week.

11.2.2.2 Translation of sick leave days into sick leave hours shall be according to the following formula:

$$\frac{\text{Total days sick leave}}{5} \times \begin{array}{l}\text{Accountable Time}\\ \text{Per Contract/Per Wk}\end{array} = \begin{array}{c}\text{Total Available}\\ \text{Hours of Sick}\\ \text{Leave}\end{array}$$

11.2.2.3 At the end of each fiscal year or upon a change in assignment resulting in a change in accountable time, or upon retirement or termination of employment, total available hours of sick leave shall be retranslated into days according to the following formula:

$$\frac{\text{Total available hours of sick leave}}{\text{Accountable time per contract/per week}} \times 5 = \begin{array}{l}\text{Total days}\\ \text{Sick Leave}\end{array}$$

11.2.2.4 For faculty members who have combined assignments in both the instructional and special services areas, accrual and usage shall be maintained separately for each area.

11.2.2.5 Sick leave can be used in increments of one (1) hours. The total hours of accrued sick leave will be reduced on an hour for hour basis for each hour of accountable time the faculty member is absent due to illness.

11.2.2.6 Sick leave need not be accrued prior to taking such leave and sick leave may be taken at any time during the fiscal year.

11.2.2.7 An employee who leaves the District and has used more sick leave than the employee has earned, will have the appropriate amount deducted from his/her final salary warrant.

11.2.3 Notification

An employee who must be absent due to illness or injury must notify the office of the appropriate Associate Dean or Supervisor of intended absence prior to the start of their workday unless conditions make notification impossible. In such case, notification should be made as soon as possible. Upon return, the employee shall complete the agreed upon absence form as set forth in Appendix C.

11.2.4 Doctor Verification

An employee absent for five (5) working days or more may be required to present a doctor's statement stating the nature of the illness or injury and the date the employee is able to return. If the supervisor has reason to believe the faculty member is abusing sick leave privileges, the supervisor shall so notify the faculty member in writing and give the faculty member an opportunity to respond, and may require that the faculty member provide a doctor's statement to verify the illness or injury.

11.2.5 Part-Time and Summer School Sick Leave

11.2.5.1 Part-time hourly certificated employees shall be granted 1/18th of the course hours of sick leave per semester for each course not to be accumulative.

11.2.5.2 All summer instructors shall be granted one (1) absence of sick leave per class not to be accumulative.

11.2.6 Assignments Beyond the Normal WorkYear

Employees who are assigned days beyond the normal workyear pursuant to Section 10.2 shall earn one-half (1/2) day of accumulative sick leave for each 8 days of work.

11.3 ADDITIONAL SICK LEAVE

11.3.1 At the beginning of each fiscal year, each full-time certificated employee shall be credited with a total of 100 working days of paid additional sick leave which shall be compensated at 50% of the employee's regular salary.

11.3.2 Such paid leave becomes available only after the employee has exhausted all entitlement to sick leave provided for in Section 11.2.

11.3.3 For purposes of counting, the 100 days shall begin to run on the eleventh day of absence of the school year due to illness or accident.

11.3.4 The amount an employee is paid while such leave is running shall not exceed the employee's regular pay.

This leave shall not accumulate from year to year.

Additional sick leave can only be used for extended illnesses or injuries. In any event, the absence or illness must be verified by a physician.

11.4 PERSONAL NECESSITY LEAVE

11.4.1 A maximum of six (6) days leave may be used by the employee at his/her election, in cases of personal necessity, for any of the following:

11.4.1.1 Death or serious illness of a member of the employee's immediate family when additional leave is required beyond that provided in the bereavement leave provisions of this Agreement.

11.4.1.2 Accident, involving the employee's person or property of a member of the immediate family.

11.4.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

11.4.1.4 Other reasons, solely with prior approval and within the discretion of the Superintendent or designee.

11.4.1.5 Up to two (2) days may be utilized by the employee for Personal Business with 24 hours prior notification, if circumstances permit, to the Superintendent or designee.

11.4.2 For purposes of this section, immediate family is defined in Section 11.6.

11.4.3 When circumstances permit, employees are required to request personal necessity leave from their immediate supervisor prior to the start of their workday in which the absence is requested.

11.4.4 It shall be the employee's responsibility to identify the nature of the absence, if applicable, immediately upon return.

11.4.5 Personal Necessity is charged against sick leave in accordance with Section 11.2.

11.5 BIRTH AND ADOPTION LEAVE

An employee is entitled to up to five (5) days paid leave each year (non-accumulative) for the purposes of childcare after birth or adoption, or processing an adoption. Birth and Adoption Leave stands alone and shall not be deducted from other leave entitlements.

11.6 BEREAVEMENT LEAVE

11.6.1 The District agrees to grant necessary leave of absence with pay at the employee's full salary not to exceed three (3) days if less than 250 miles travel is required, or five (5) days if more than 250 miles or out-of-state travel is required on account of the death of any family member of the immediate family of the employee.

11.6.2 Members of the "immediate family" shall mean:

11.6.2.1 Any relative living in the immediate household of the faculty member,

11.6.2.2 mother, father, son, daughter, grandmother, grandfather, or grandchild of the faculty member or the faculty member's spouse,

11.6.2.3 spouse, son-in-law, daughter-in-law, brother,sister of the faculty member.

11.6.3 It shall be the faculty member's responsibility to verify a bereavement leave upon return to work by filling out and signing the absence verification form.

11.6.4 Bereavement leave stands alone and shall not be deducted from other leave entitlements.

11.6.5 The Superintendent may grant additional days of absence with compensation in cases of demonstrated need.

11.7 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

11.7.1 Employees who sustain an injury or illness arising directly out of and in the scope of their employment shall be eligible for a maximum of 60 working days of paid leave in any one fiscal year.

11.7.2 Industrial Accident or Illness Leave shall commence on the first day of absence. Industrial Accident or Illness Leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under the worker's compensation.

11.7.3 Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness under this section has been exhausted, entitlement to other sick leave, or other paid leave shall be used. If, however, an employee is still receiving temporary disability payments under the worker's compensation laws of the State at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available sick leave or other paid leave, which, when added to the worker's compensation award provides for a day's pay at the employee's full-time salary.

Payment for salaries lost on any day shall not, when added to an award granted under the worker's compensation laws of this State, exceed the normal wage for the day.

11.7.4 This leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

11.7.5 Upon exhaustion of all leaves provided, the employee may request a leave of absence without pay not to exceed the remainder of the school year plus one year according to Article 11.

11.8 JURY SERVICE LEAVE

11.8.1 The District agrees to grant employees called for jury duty leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regular scheduled workday.

11.8.2 The District shall pay the employee the difference, if any, between the employee's regular salary and the amount received for jury duty less meals, travel, and parking allowances. Fees received from jury service rendered during any portion of the employee's regularly scheduled workday shall be turned over to the Payroll Department.

11.8.3 Employees called for jury duty shall notify their supervisor of service date(s) upon receiving notice from the officer of the court.

11.8.4 Upon completion of jury service, it shall be the employee's responsibility to verify dates and hours of service.

11.9 MILITARY LEAVE

11.9.1. Employees of the District shall be granted military leave to which they are entitled, under law, as certificated employees. Employees shall be required to request military leaves in writing, and upon request, to supply the District with orders and status reports.

11.10 SABBATICAL LEAVES

11.10.1 General

Sabbatical leaves may be granted to full-time certificated employees for study, research, and other professional development plans acceptable to the Board of Trustees.

11.10.2 Eligibility

Each applicant for a sabbatical leave must have rendered full-time certificated service to the District for at least six (6) consecutive academic years prior to the commencement of the leave and subsequent to the conclusion of a previous sabbatical leave.

11.10.3 Number of Leaves

The number of sabbatical leaves granted during any one semester or year is at the discretion of the Board of Trustees. A maximum of 6% of eligible employees may be granted sabbatical leaves during any one year. A sabbatical for one (1) semester shall be counted as "one" for the purpose of computing the allowable number of sabbaticals.

11.10.4 Compensation

11.10.4.1 Salaries of certificated employees on leave shall be as follows:

a) full academic year - 80% of salary

b) full semester - 95% of salary

c) separate non-consecutive semesters - 65% of salary to be completed within a three-year period or up to 80% if authorized for good reason by the Sabbatical Leave Committee and subject to Board approval.

d) during the college year in which the sabbatical is granted, the faculty member may receive compensation for sabbatical-related activities, which when added to the District-paid compensation will not exceed 100% of the faculty member's regular salary. Compensation for sabbatical-related activities on excess of this amount must have prior authorization by the Board of Trustees.

11.10.4.2 The recipient of the sabbatical leave shall, as the Board directs, furnish a bond or sign an agreement obligating him/her to make restitution to the District an amount of money that would have been forfeited by the bond in the event of his/her non-return to the District for the required two-year period or in the event of non-compliance with the terms of the sabbatical. In the case of death, the obligation above will be waived. In the case of illness, accident, or military leave, making his/her return impossible, the obligation above may be waived.

11.10.4.3 The sabbatical leave shall be considered as time in service in the District for salary schedule purposes.

11.10.5 Sabbatical Leave Committee

11.10.5.1 The Sabbatical Leave Committee shall consist of the following:

a) Vice President

b) Dean of Instruction

c) Associate Deans (6) -- up to six Associate Deans with one for each area in which a sabbatical is requested.

d) Up to six (6) faculty members, selected by the Association, with one member selected from each area represented by each Associate Dean.

11.10.5.2 Initially, one-half the faculty members shall be appointed for a one-year term, and the other half shall be appointed for a two-year term. Subsequent appointments, other than to fill an unexpired term, shall be for two years.

11.10.5.3 The committee will, by majority vote, elect its own chair and will agree on its own procedures. By November 15th of each year, the Sabbatical Leave Committee shall prepare and publish a statement of sabbatical criteria regarding sabbaticals for the following year.

11.10.5.4 Sabbatical leave applications must be submitted to the Dean of Instruction no later than January 2nd of the year preceeding the academic year for which the sabbatical leave is requested.

11.10.5.5 The Sabbatical Leave Committee shall meet by January 15th to screen applications for sabbatical leaves.

11.10.5.6 The Committee shall forward the names of those faculty members recommended for sabbaticals to the President.

Those faculty members not recommended shall be notified of denial.

a) Faculty members whose sabbatical requests are denied shall be given an opportunity to meet with the Chairperson to discuss the reasons for denial.

11.10.5.7 The President will review the sabbatical leave proposals submitted by the Committee and make his/her recommendations to the Board of Trustees from the submitted list.

11.10.6 Application/Return from Sabbatical

11.10.6.1 Applicants for sabbatical leave must submit in writing a detailed description of the proposed program to be followed during the period of the leave, identifying particularly those points that will improve instruction or services.

11.10.6.2 Applicants will be scheduled to make a presentation of their proposal to the Committee.

11.10.6.3 Within thirty (30) days after the beginning of the term following the sabbatical, a written report shall be submitted to the Sabbatical Leave

Committee including:

a) a transcript of work taken and units earned; or

b) a summary of his/her travel or activities together with a statement of the educational benefits derived and any other evidence that he/she has met the objectives stated in the initial application.

11.10.6.4 A faculty member shall not be considered as having completed the requirements of sabbatical leave until the report has been approved by the Committee, the President and the Board of Trustees. The faculty member may be required to make an oral presentation to the Board of Trustees at a public session.

11.10.6.5 Upon the faculty member's return from leave, he/she shall be entitled to return to the position held at the beginning of the leave, if it exists, or to an equivalent position.

11.10.7 No grievance may be filed in regard to any decision of the Sabbatical Leave Committee other than for alleged procedural violations.

11.11 IN-SERVICE LEAVE

11.11.1 General

Full In-Service Leave (100%)

Full-time certificated employees may request a leave of absence, without pay, for up to two (2) years in full semester increments for study, research, related employment, travel or other activities to increase their knowledge, skills, and abilities necessary to perform their duties upon approval of the Board of Trustees.

Partial In-Service Leave (Less than 100%)

Partial In-Service Leave may be requested for the same purpose as stated above.

11.11.2 Eligibility

An employee may request an in-service leave upon completion of three (3) consecutive years of service. Such leave may be granted not more than once every five (5) years. Such leave shall not be counted in computing the next five-year period which must elapse before the granting of another in-service leave.

11.11.3 Number of Leaves

The maximum number of employees on such leave at any one time may not exceed five percent (5%) of full-time certificated employees in the bargaining unit.

11.11.4 Employment Status

11.11.4.1 Time spent on an in-service leave shall be considered as time in active status for salary step advancement and for sabbatical leave eligibility.

11.11.4.2 During an in-service leave, benefits will be provided only if the faculty member complies with the provisions of Section 11.10.4.2 regarding posting a bond or signing an agreement as specified therein. This provision is subject to the approval of the carriers.

11.11.4.3 During an in-service leave, the faculty member's date of first paid service shall remain unchanged.

11.11.4.4 The granting of an in-service leave gives an employee the right to return to the position held at the beginning of the leave, if it exists, or to an equivalent position.

11.11.5 In-Service Leave Committee

The committee will consist of the Vice President, a member appointed by the Association, and the applicant's

Associate Dean.

11.11.6 Application/Return from Leave

11.11.6.1 The application for such leave must be submitted at least one semester prior to commencement of the leave.

11.11.6.2 A faculty member requesting such a leave shall submit in writing a detailed description of the study, research, related employment, travel, or other activity identifying particularly those areas that will improve his/her ability to carry out the duties and functions of his/her job.

11.11.6.3 Upon return from the in-service leave, the faculty member will submit in writing a detailed report of the objectives accomplished and a plan for the implementation of the acquired skills as it related to their job.

11.11.6.4 The recipient of the in-service leave shall, if the Board of Trustees directs, sign an agreement obligating the recipient to notify the Board of intent not to return. In the case of leaves of a year or longer, such notification shall be made six (6) months prior to the date expected to return. In the case of leaves of one (1) semester, such notification shall be made thirty (30) days prior to the date expected to return.

11.11.6.5 An employee who does not return upon completion of the leave shall be deemed to have abandoned his/her position.

11.12 LEAVES OF ABSENCE WITHOUT PAY

11.12.1 A leave of absence without pay may be granted to a full-time certificated employee upon written request of the employee and the approval of the immediate supervisor and the Board of Trustees.

11.12.2 Leaves of absence, without pay, may be granted for a period not to exceed one year.

11.12.3 During periods of absence, without pay, under this section, benefits will not be paid by the District. However, faculty members may purchase health insurance by paying the premium to the Business Office no later than than the eighth (8th) day of the month preceeding the month of coverage. If a premium payment is not received by the Business Office by this date, the coverage will be terminated and may not be reinstated until the employee returns to active status.

The above provisions are subject to the rules and regulations of the health carriers.

11.12.4 Time spent on an unpaid leave under this section shall not be considered as time in active status for salary step advancement. However, the faculty member's date of first paid service shall remain unchanged.

11.12.5 Upon the faculty member's return from leave, he/she shall be entitled to return to the position held at the beginning of the leave, if it exists, or to an equivalent position.

11.12.6 An employee who does not return upon completion of the leave shall be deemed to have abandoned his/her position.

11.13 REDUCED LOAD

11.13.1 A full-time regular faculty member may request a reduced load for one semester or one year for any purpose. The request must be submitted in writing to the appropriate Associate Dean in the semester preceeding the requested leave.

11.13.2 A reduced load shall be maintained at sixty percent (60%) or more as defined in Articles 12 and 13. Salary and benefits shall be prorated according to the percent of load retained, and the faculty member will contribute the remaining amount to continue health and welfare benefits at 100% of the regular full-time level, subject to carrier approval.

11.13.3 The Dean of Instruction, subject to Board approval, shall send a written notice of approval or disapproval of a reduced load request to the faculty member within a reasonable time after the request is made. When a reduced load request is disapproved, a reason for the action shall be given in the written notice.

ARTICLE 12: WORKLOAD - INSTRUCTIONAL FACULTY

12.1 DEFINITIONS

For purposes of this Article only, the following terms shall be defined as follows:

12.1.1 Workday - the period of accountable time which shall occur within the range of 6:30 a.m. to 10:30 p.m. except for athletic events and/or field trips.

12.1.2 Workweek - the workweek shall consist of forty (40) hours, including accountable time and unscheduled time.

12.1.3 Accountable Time - assigned time which includes lecture hours, laboratory hours, office hours, and other assignments.

12.1.4 Unit - that amount of credit received by the student.

12.1.5 Loading Unit - the equivalent value an instructor receives for a lecture and/or laboratory hour.

12.1.6 On-campus - Sierra College main campus in Rocklin.

12.1.7 Off-campus center - Grass Valley or Tahoe/ Truckee campuses

12.1.8 Off-campus activity site - those instructional sites which are neither on-campus nor an off-campus center.

12.1.9 Primary worksite - the location of the majority

(51% or more) of the faculty member's accountable time for the semester.

12.2 FACULTY LOADING

12.2.1 One (1) lecture hour equals one (1) loading unit.

12.2.2 One (1) laboratory hour equals seven-tenths (.7) of a loading unit with the exception that by May 31, 1985, the laboratory rate of seven-tenths (.7) may be adjusted by discipline to .75 effective Fall Semester 1985. Such adjustments to be made in accordance with the procedures stipulated in the "side letter".

12.2.3 A full-time yearly workload shall consist of at least thirty (30) loading units and not more than thirty-two (32) loading units.

12.2.3.1 If the yearly workload is equal to thirty (30), thirty-one (31), or thirty-two (32) loading units, no additional course will be added without the faculty member's consent. Should the faculty member consent to the additional course, the individual shall be compensated at the appropriate part-time hourly rate.

12.2.3.2 If the yearly workload is less than thirty (30) loading units, an additional course may be assigned without the employee's consent. If the additional course results in the loading units exceeding thirty-two (32), the loading units exceeding thirty-two (32) will be carried over to the load of the following year or be compensated at the appropriate part-time hourly rate according to the District's preference.

12.2.3.3 Four (4) loading units shall be awarded for three (3) lecture hours in English 1A and 1B. Effective July 1, 1985, the loading units shall be adjusted to three (3) loading units for three (3) lecture hours.

12.2.3.4 No more than eighteen (18) loading units may be assigned per semester without the consent of the employee.

12.2.3.5 In total loading units assigned per year, fractions will be rounded to the nearest whole number. If a fraction is five-tenths percent (.5) or greater, it will be rounded up; if less than five-tenths percent (.5), it will be rounded down.

12.3 ACCOUNTABLE TIME

12.3.1 Full-time faculty will maintain a minimum of three (3) hours of accountable time on campus, at an off-campus center or an off-campus activity site for each day of the regular contract year of 175 days, exclusive of the extra service days.

12.3.2 All accountable time shall be assigned and scheduled by the appropriate manager and reflected on the schedule card. Full-time faculty may submit to their appropriate manager a proposed schedule for Fall and Spring semesters at times set by the appropriate manager.

12.3.3 The District will provide no fewer than nine (9) hours of consecutive elapsed time between the end of the last regular contract assignment on one day and the beginning of the first regular contract assignment on the following day.

12.3.4 Full-time faculty are required to have not less than twenty-two (22) hours of accountable time per week.

12.3.5 Seven (7) office hours per week are required, with a minimum of one (1) per day. Up to six (6) of these office hours may be reduced on an hour-for-hour basis, if the weekly teaching assignment exceeds fifteen (15) hours. When four (4) or fewer office hours are required, those office hours will be scheduled at not more than one (1) hour per day. Additional office hours or other assignments shall be assigned to meet the three (3) hour daily minimum as set forth in Section 12.3.1 above. The maximum number of office hours per week shall not exceed nine (9) hours. Upon request of an individual unit member or appropriate manager, this provision may be modified subject to the approval of the Dean of Instruction and the President of the College.

12.3.6 Unscheduled time will be used for classroom preparation and for professional activities such as, but not limited to, grading, recordkeeping, course development, program development, and committee participation.

12.4 GENERAL PROVISIONS

12.4.1 This article does not change the District's responsibility to establish minimum and maximum class sizes and to establish workload schedules.

12.4.2 Faculty members will not be prohibited by this Article from accepting additional assignments or activities on a voluntary basis. Instructors volunteering for additional courses without pay shall receive the course hours as part of their non-instruction accountable time.

12.4.3 Mileage Reimbursement: When a full-time faculty member is assigned (excluding overload) to a location other than his/her primary worksite, the faculty member will be paid at the standard District reimbursement rate for those miles in excess of the mileage normally incurred in his/her commute to his/her primary worksite.

12.4.4 Travel Time: When a full-time faculty member is assigned (excluding overload) to a location other than his/her primary worksite, the faculty member will be entitled to that amount of travel time that is in excess of the time normally incurred in his/her commute to his/her primary worksite. Travel time will be calculated as accountable time and will be substituted for office hours under the accountable time provisions of this Article. If travel time exceeds six (6) hours per week, the employee will be compensated at the lab rate as provided in Article 7. Travel time will be calculated in increments of 15 minutes.

12.5 APPEALS PROCESS

A standing advisory appeals committee comprised of three (3) faculty members and three (3) management members that deals with faculty complaints about workloads and class sizes shall be continued under the previously established mechanics by the Sierra College Faculty Association and the District to make recommendations to the Vice President or designee. Notwithstanding the aforementioned mechanics, it is further agreed that recommendations of the loading appeals committee must be acted upon by the Vice President or designee within fifteen (15) working days of receipt. Determinations made after the conclusion of this process shall not be grievable pursuant to Article 14.

ARTICLE 13: WORKLOAD - SPECIAL SERVICES FACULTY

13.1 DEFINITIONS

For purposes of this Article only, the following terms shall be defined as follows:

13.1.1 Workday - the period of accountable time which shall occur within the range of 6:30 a.m. to 10:30 p.m. except for athletic events and/or field trips.

13.1.2 Workweek - the workweek shall consist of forty (40) hours, including accountable time and unscheduled time.

13.1.3 On-campus - Sierra College main campus in Rocklin.

13.1.4 On-campus center - Grass Valley or Tahoe/Truckee campuses.

13.1.5 Off-campus activity site - those instructional sites which are neither on-campus nor an off-campus center.

13.1.6. Primary Worksite - the location of the majority (51% or more) of the faculty member's accountable time for the semester.

13.2 ACCOUNTABLE TIME

These faculty will formulate and maintain a scheduled workweek of accountable time as indicated below subject to the approval of the appropriate manager.

	Accountable Time
Rehabilitation Counselor	30
*Reading/Learning Skills Specialist	22
Counselor	30
College Health Nurse	34
Enabler for the Handicapped	30
Outreach Specialist	30
Librarian	32
Instructor/Work Experience Education	30
Learning Disabilities Specialist	30
*Instructor/Learning Disabilities and Basic Learning Skills	22
*Learning Skills Specialist or Reading Instructor	22
*Instructor/Special Education	22

13.2.1 All accountable time shall be assigned and scheduled by the appropriate manager and reflected on the schedule card.

13.2.2 The District will provide no fewer than nine (9) hours of consecutive elapsed time between the end of the last regular contract assignment on one day and the beginning of the first regular contract assignment on the following day.

13.2.3 Unscheduled time will be used for preparation

*These changes become effective July 1, 1985.

and for professional activities such as, but not limited to grading, recordkeeping, course development, program development, and committee participation.

13.3 GENERAL PROVISION

13.3.1. This Article does not change the District's responsibility to establish minimum and maximum class sizes and to establish workload schedules.

13.3.2 Faculty members will not be prohibited by this Article from accepting additional assignments or activities on a voluntary basis.

13.3.3. Mileage Reimbursement: When a full-time faculty member is assigned (excluding overload) to a location other than his/her primary worksite, the faculty member will be paid at the standard District reimbursement rate for those miles in excess of the mileage normally incurred in his/her commute to his/her primary worksite.

13.3.4 Travel Time: When a full-time faculty member is assigned (excluding overload) to a location other than his/her primary worksite, the faculty member will be entitled to that amount of travel time that is in excess of the time normally incurred in his/her commute to his/her primary worksite. Travel time will be calculated as accountable time. Travel time will be calculated in increments of 15 minutes.

13.4 APPEALS PROCESS

Faculty complaints about workloads and class size shall be handled in conformance with the provisions of Section 12.5.

ARTICLE 14: GRIEVANCES

Nothing contained herein will be construed as limiting the right of any certificated employee having a grievance to discuss the matter informally with any appropriate management employee, and to have the grievance adjusted without intervention by the unit, provided that the adjustment is not inconsistent with the terms of the Agreement. The grievant may elect to have his/her designated Grievance Representative with him/her at any stage of the procedure. The time limits specified at each level should be considered to be maximums. The time limits may be altered by written mutual agreement between the principal parties to the grievance.

A "grievance" is a formal written allegation by the certificated employee(s) hereinafter referred to as the "grievant", that he/she has been adversely affected by an alleged violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations, Board policies, or administrative regulations and procedures, must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies of the Board of Trustees, or by the administrative regulations and procedures of this College District, are not within the scope of this procedure.

A "day" is a day in which the central administrative office of the District is open for business.

The "immediate supervisor" is the management employee having the most immediate jurisdiction over the grievant.

Failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall disallow the grievance. Failure of District management at any step to submit a written disposition within the specified time limit shall allow the grievance to proceed to the next level. If any employee covered by this Agreement has a complaint which he/she wishes to discuss with the employee's supervisor, he/she is free to do so without recourse to the grievance procedure.

Filing means actual receipt in the office of the immediate supervisor, the appropriate Vice President, or the President within the same limits as provided.

INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall attempt to resolve the issue by an informal conference with the grievant's immediate supervisor with at least one private conference without representation.

FORMAL LEVEL

Step 1:

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or within twenty (20) days of the time the grievant with due diligence should have been aware of the act or omission, the grievant must file in the office of the immediate supervisor such grievance in writing on the appropriate form. (The District will make available the appropriate form).

This statement shall be a clear, concise statement of the grievance, the specific Article(s) and Section(s) alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought by the grievant.

The supervisor shall communicate a decision in writing to the grievant within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference with the other party without representatives.

Step 2:

In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision by filing the appropriate form in the office of the appropriate Vice President within ten (10) days of the grievant's receipt of the supervisor's decision.

This statement shall include a copy of the original grievance, the decision rendered by the supervisor, and a clear, concise statement of the reasons for the appeal. The appropriate Vice President or designee shall communicate a decision in writing to the grievant within ten (10) days after receiving the appeal. Within the above time limits, either party may request a personal conference with the other party without representation.

Step 3:

If the grievant is not satisfied with the decision in Step 2, the grievant may appeal the decision by filing the appropriate form in the office of the President/ Superintendent within ten (10) days of the grievant's receipt of the appropriate Vice President's decision.

This statement shall include a copy of the original grievance, the decision rendered by the supervisor, the decision rendered by the appropriate Vice President, and a clear, concise statement of the reasons for the appeal.

Within ten (10) days from the date of filing, the President or designee shall meet with the grievant, any involved supervisor or management employee, and the grievant's designated Grievance Representative in an effort to resolve the grievance. The President or designee shall within ten (10) days of said meeting give the answer in writing with respect to the grievance, with a copy to the grievant, the Association, and the appropriate Vice President.

If, by mutual agreement, the grievant and the Superintendent do not wish to proceed with Step 4 and Step 5 of the grievance procedure, they may elect to take the grievance directly to the Board of Trustees for action.

Step 4: Advisory Arbitration

If the grievant is not satisfied with the Superintendent's response at Step 3, or if the response is not submitted within agreed time limits, the grievant may, within ten (10) working days of receipt of the Superintendent's decision, notify the Superintendent in writing of his/her intention to proceed to advisory arbitration. If the employee is not represented by the Association, the Superintendent will notify the Association of the request.

The arbitrator shall have no power to add to, or delete, or amend the terms of this Agreement.

The arbitrator shall be selected by mutual agreement. If the parties are unable to agree on an arbitrator, the following procedure will be used:

A representative of the grievant and the Board's representative shall select the arbitrator from the California State Conciliation Service's list of five (5) names by eliminating names until one name remains.

The first option of elimination shall be determined by lot. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) working days of receipt of the list by both parties.

The decision of the arbitrator shall be submitted to the Superintendent, grievant, and Association.

The fees of the arbitrator and related costs shall be borne equally by the District and the grievant or the Association.

Step 5: Board of Trustees

If either the grievant or Superintendent is not satisfied with the recommendation of the arbitrator, either may appeal for action to the Board of Trustees by filing a written appeal in the Superintendent's office within ten (10) days upon receipt of the arbitrator's recommendation, and copies of such appeal shall be given to all parties.

The appeal shall be considered at the next regularly scheduled District Board of Trustees meeting consistent with the agenda items submission deadline. If the Board desires additional information, it may gather additional facts in a hearing with both parties present and permitted to add to the record. The Board shall make its decision based on the record submitted by the arbitrator and any additional facts presented in the Board hearing. If any management representative, excluding the Superintendent in his capacity of Secretary to the Board unless he participates as a management representative, is present during any Executive Session regarding the grievance, the grievant or his/her designee shall be notified in writing of this Executive Session and have the option of being in attendance. The decision of the District's Board of Trustees shall be communicated in writing within ten (10) working days of the Executive Session or hearing.

ARTICLE 15: EVALUATION OF FULL-TIME INSTRUCTIONAL FACULTY

15.1 DEFINITIONS

For the purposes of this Article, the term "regular faculty member" identifies a full-time faculty member who has been employed as a faculty member by the District for more than two years; the term "contract faculty member" identifies a full-time faculty member who has been employed as a full-time faculty member by the District for less than two years.

The term "Mode A" identifies an evaluation procedure described in Section 15.5; the term "Mode B" identifies an evaluation procedure described in Section 15.6.

A "day" is a day in which the central administrative office of the District is open for business.

A "supervisor" is the individual who ordinarily is charged with the supervision of the faculty member.

A "designee" is a certificated staff member with expertise in the evaluee's subject matter area who has been selected by the supervisor.

An appeals procedure has been developed in this Article, therefore, the product of evaluation is not a matter for grievance.

15.2 SCHEDULING OF EVALUATION

The appropriate Dean shall notify all faculty of the method by which they are to be evaluated, and all deadlines for submission of materials.

15.3 METHOD OF EVALUATION FOR CONTRACT FACULTY

All contract faculty shall be evaluated annually, with procedures as described in this Article under Mode B, Section 15.6.

15.4 EVALUATION OF REGULAR FACULTY

Each regular faculty member shall be evaluated every other year alternating between Mode A and Mode B. The evaluation may be scheduled for either the Fall or Spring semester of the evaluation year. The evaluee or the supervisor may request a Mode B evaluation at any time.

15.5 MODE A EVALUATION (SELF-EVALUATION, STUDENT EVALUATION)

Step 1:

A self-evaluation report prepared by the evaluee, shall include mutually agreed upon supportive data as specified in the criteria communicated from the supervisor to the evaluee.

Step 2:

Student evaluation forms shall be developed by the supervisor in consultation with the division. Student evaluations shall be taken from at least two different classes selected by the supervisor and the evaluee. In the event the majority of the faculty member's assigned workload is other than classroom teaching, then the student evaluations will consist of 25 students selected by his/her supervisor or designee. In no case shall student evaluations be taken in a manner which would identify the student. The evaluee will leave the classroom prior to the administration of the evaluation forms; the forms are to be distributed, collected and summarized by the supervisor or designee.

Step 3:

The evaluee shall submit to the supervisor, by an established deadline, the written self-evaluation report (Section 15.5, Step 1), and a written analysis of student evaluation summary (Section 15.5, Step 2).

Step 4:

The supervisor or designee will prepare a written statement of relative strengths and areas of needed growth and submit a copy to the evaluee.

Step 5:

The supervisor or designee will confer with the evaluee regarding the evaluation.

Step 6:

The self-evaluation reports, the student evaluation summary, the supervisor's written statement of evaluee's strengths and areas of needed growth, a scheduled plan for improvement, and any statement of of exception by the evaluee shall be maintained in the evaluee's personnel file. The evaluation report may include a recommendation for continued evaluation.

15.6 MODE B EVALUATION (COMMITTEE EVALUATION)

This evaluation shall be conducted by a committee consisting of the evaluee, and the supervisor or designee, and may include upon request of the evaluee, one regular certificated staff member with expertise in the evaluee's subject matter area selected by the supervisor from within the evaluee's division, and/or one regular faculty member selected by the Association from outside the division. The evaluee has the right to one preemptory challenge of both the divisional and the inter-divisional member of the committee. The supervisor or designee will serve as committee chair and will be responsible to the appropriate Dean for meeting deadlines and submission of reports.

A management employee may serve instead of a supervisor if that is considered necessary by the appropriate Dean.

15.7 MODE B EVALUATION PROCEDURES (COMMITTEE EVALUATION)

Step 1:

The evaluation committee for each evaluee shall hold its first meeting as directed by the appropriate Dean.

Step 2:

The committee will select three or more evaluation criteria from the following list:

a. Expertise in subject matter
b. Techniques of instruction
c. Acceptance of responsibility
d. Effectiveness of instruction
e. Effectiveness of communication

The appropriate Dean or designee may select one (1) additional evaluation criteria.

Step 3:

The chair of the committee shall call meetings, review evaluation criteria, compile data and forward final evaluation reports to the appropriate Dean. If a student evaluation is used, refer to Section 15.5, Mode A, Step 2.

Step 4:

An evaluation committee shall meet as many times after the initial meeting as deemed necessary by the committee chair.

Step 5:

The committee shall meet and prepare a tentative evaluation which will be given to the evaluee, and discussed by the full committee.

Step 6:

The evaluation committee shall meet at least once after preparation of the tentative evaluation in order to assist the evaluee in implementing the recommendations and to arrive at the final evaluation.

Step 7:

The evaluee's final evaluation report shall include a written summary of strengths and areas of needed growth and a scheduled plan for improvement. The evaluation report may include a recommendation for continued evaluation.

The final evaluation report must be signed by the evaluee, and participating members of the committee and submitted to the appropriate Dean.

Step 8:

The evaluee may attach to the final evaluation report a written statement of exception to any or all specific portions of the final evaluation report.

Step 9:

The final evaluation report and any statement of exception by the evaluee will be maintained in the evaluee's personnel file.

15.8 APPEALS

Evaluations may be appealed through the Evaluations Appeals Committee and if necessary, to the Administrative Evaluation Appeals Committee.

15.9 EVALUATION APPEALS COMMITTEE

Step 1:

This committee will hear all evaluation appeal cases.

Step 2:

The Appeals Committee shall be a five (5) person standing committee formed by November 1st each year consisting of the appropriate Dean, and two (2) members of management appointed by the President of the College, and two (2) regular full-time certificated faculty appointed by the Association.

The Appeals Committee shall be chaired by the appropriate Dean who shall vote only in the case of a tie vote by the committee.

Step 3:

The committee's findings and recommendations shall be based on a majority vote of the committee.

Step 4:

If the final recommendation of the Appeals Committee is such that continued employment may not be recommended, the Administrative Evaluation Committee shall review the evaluation. If the evaluee is not satisfied with the recommendation of the Appeals Committee, he/she may request a review by the Administrative Evaluation Committee.

15.10 ADMINISTRATIVE EVALUATION APPEALS COMMITTEE

Step 1:

The evaluee shall be assigned to an evaluation team consisting of the supervisor, one (1) Association Representative, and the President of the College.

The President will chair the committee.

Step 2:

The committee shall develop evaluation methods and criteria as needed for its evaluation.

The committee shall meet as often as necessary to satisfactorily evaluate the evaluee.

Step 3:

If preliminary indications of the committee appear that dismissal is possible, the evaluee may be accompanied by outside professional help.

Step 4:

The faculty member of the committee will consult with the evaluee, and shall render any assistance possible. The faculty member shall make no formal evaluation and/or write any evaluation reports.

Step 5:

If the evaluee is not discharged, the administrative evaluation shall continue its evaluation through the following year.

Step 6:

All supporting material from the Administrative Evaluation Appeals Committee shall be maintained in the evaluee's personnel file.

The evaluee may respond in writing to any statement, recommendation, or action of the committee. This response will be placed in the evaluee's personnel file.

ARTICLE 16: EVALUATION OF HOURLY FACULTY

Hourly faculty may be evaluated during the first semester of employment by the supervisor or designee, and thereafter, at the discretion of the supervisor or appropriate Dean.

16.1 PROCEDURE

Step 1:

Evaluation of hourly faculty members will consist of a written self-evaluation, student evaluation, and classroom visitation by the supervisor or designee. The evaluee, and/or the supervisor may request Mode B Evaluation at any time. (See Section 15.6 and 15.7 for selection and procedures).

Step 2:

A supervisor or designee will schedule the evaluation for all appropriate hourly faculty members teaching in that division; will advise the faculty member two (2) weeks in advance of the planned evaluation time and date; will visit each faculty member for at least 25 minutes of a class session; and will complete a written evaluation report. The supervisor or designee, or evaluee may choose the evaluation of more than one class.

Step 3:

All students in the evaluee's class on a selected meeting day will be asked by the evaluator to complete a written student evaluation. (See Section 15.5, Step 2 for administration of the document). If the evaluee is not assigned classroom responsibility, then ten (10) students will be selected jointly by the evaluee and his/her supervisor.

Step 4:
The evaluator will discuss the written evaluation and student evaluation with the hourly instructor to identify strengths and areas of growth. A copy of that analysis will be forwarded to the Personnel Office to be maintained in the employee's personnel file.

Step 5:
If future employment is recommended, the appropriate supervisor will so state in a memorandum to the appropriate Dean. The supervisor will also outline the measures to be taken by the division toward assisting the instructor in his/her future growth. If continued employment is not recommended, the evaluee can appeal to the appropriate Dean. Based upon the evaluation materials and in consultation with the supervisor and evaluee, the appropriate Dean may recommend employment or non-employment.

Step 6:
The appropriate Dean, the supervisor, the evaluee, or

thirty percent (30%) of the students currently enrolled in the evaluee's course may request an evaluation of the evaluee in any semester. Such requests shall be made to the office of the appropriate Dean.

An appeals procedure has been developed in Section 15.8, therefore, the product of evaluation is not a matter for grievance.

ARTICLE 17: SAFETY

The District shall provide and maintain a safe educational environment including safe facilities and equipment which shall conform and comply with all health, safety, and sanitation requirements required by law.

A member of S.C.F.A. shall be appointed by the Association to the District's General Safety Committee.

Safety problems within the jurisdiction of the Occupational Safety and Health Administration shall not go to arbitration.

ARTICLE 18: SAVINGS PROVISION

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

The parties shall begin to negotiate a replacement provision or provisions for any invalidated terms of the Agreement within fifteen (15) working days of a new decision.

ARTICLE 19: SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. It is agreed that the District and Association will support this Agreement for its length.

ARTICLE 20: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

The provisions of this Agreement constitute the full, complete and sole agreement between the Association and the District. The provisions of this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties, unless otherwise specifically provided herein, in a written signed amendment to this Agreement.

Such waiver does not preclude bargaining collectively for subsequent new collective bargaining agreements during the term of this Agreement.

ARTICLE 21: CONCERTED ACTIVITIES

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

It is understood that the Association, its officers and agents shall not suggest, encourage, or in any way condone the violation of this Agreement nor any concerted activity during the term of this Agreement. The Association agrees to take all necessary steps in good faith to cause employees to cease any such actions or activities.

It is understood that in the event this Article is violated by the Association or its agents, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy to any employee and/or the Association. Should this Article be violated, any action taken by the Board of Trustees or Management in the event of an Association-initiated or sanctioned violation of this Article by employees who are represented by the Association, will not be subject to the grievance procedure.

ARTICLE 22: PERSONNEL FILE

22.1 GENERAL PROVISION

There shall be one (1) official District personnel file for each fculty member maintained in the District's Personnel Office.

Only materials in the official District personnel file shall be used in any proceeding affecting the status of the faculty member's employment with the District.

Any person who places material in the personnel file shall sign and signify the date on which it was drafted. Any written material placed in the personnel file shall indicate the date of placement.

The Director of Personnel and the Association shall jointly prepare a standard "Notice of Information Added to Personnel File" form that shall be sent whenever non-routine materials are added to a file.

22.2 ACCESS TO PERSONNEL FILES

22.2.1 An employee may, by request, inspect his/her personnel file in the Personnel Office.

22.2.2 The employee's request for inspection shall be during a time when the employee is not required to render service to the District.

22.2.3 Inspection of the employee's personnel file is not to include ratings, reports or records which:

a) were obtained prior to the employment of the person involved:

b) were prepared by identifiable examination committee members, or:

c) were obtained in connection with a promotional examination

22.2.4 Personnel files shall not be removed from the Personnel Office without prior approval of the Director of Personnel or designee.

22.2.5 Personnel files shall be inspected in the presence of an official of the Personnel Office or other designated management employee.

22.2.6 The employee may be accompanied by a representative when inspecting his/her file. Anyone other than an appropriate District employee must have written authorization by the employee, if not accompanied by him/her.

22.3 COPY OF RECORDS

Upon request, any employee may receive copies of materials in his/her personnel file. The employee shall pay for the cost of reproduction of materials in accordance with the fee schedule in Administrative Regulation A-2.7.

22.4 INFORMATION OF A DEROGATORY NATURE

Information of a derogatory nature as determined by the Director of Personnel, except materials mentioned under "Access to Personnel Files", item 22.2.3, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon.

The Director of Personnel shall inform the employee of receipt of derogatory material. The employee shall have ten (10) days to enter a response to any derogatory material.

22.5 SEALING OF DEROGATORY INFORMATION

After four (4) years, an employee may request in writing to the Director of Personnel, to have materials of a derogatory nature in his/her personnel file sealed from access by anyone other than the President/Superintendent.

The request shall be acted upon by the President/Superintendent within a reasonable period of time from receipt of the written request.

In the event the President/Superintendent unseals the materials, he/she shall so notify the employee within five (5) days.

ARTICLE 23: PARKING FEE

The District agrees to pay the parking fee for one vehicle for a certificated employee. The employee shall pay for the replacement cost of a parking decal if stolen or lost. This Article shall become effective Spring 1985.

ARTICLE 24: LENGTH OF AGREEMENT

This Agreement shall be in full force and effect until June 30, 1987; and thereafter, shall continue in effect year-by-year unless one of the parties notifies the other in writing, no later than March 15, 1987, of its intention to modify, amend, or terminate the Agreement. Except as otherwise provided, the procedure hereinafter described shall be the exclusive method by which this Agreement shall be modified during its term.

This Article shall not preclude the parties from mutually, agreeing, during the term of this Agreement, to negotiate other matters and to modify this Agreement.

Dated: November 27, 1984

FOR THE DISTRICT

James F. Bush
David Parker
Robert L. Ross, Jr.

FOR THE ASSOCIATION

David Beasley

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
SALARY SCHEDULE, 1984-85

A. TRACK PLACEMENT AT DATE OF HIRE:

An instructor will be placed in the track that gives maximum credit for the degrees held and subsequent units earned.

B. CLASS PLACEMENT AT DATE OF HIRE:

1. Community College Credential or Bachelor's Degree
   An instructor holding a valid California Community College Credential or a Bachelor's Degree and less than 40 subsequent units will be placed in Class A.
2. Bachelor's or Master's Degree
   An instructor must hold a valid California Community College Credential. Placement in Class B, C, or D will be based on degree(s) held, and/or units completed subsequent to degree(s). An instructor placed in Class C or D prior to July 1, 1965, is exempt from the Master's Degree or the equivalent requirement.

C. STEP PLACEMENT AT DATE OF HIRE:

1. Teaching Experience Credit: An instructor will receive year-for-year credit for full-time teaching experience, subject to limitation in C-3.
2. Work Experience Credit: An instructor will receive one year of teaching experience credit for every two years of related full-time work experience, subject to limitation in C-3.
3. Maximum Step Placement: No more than seven steps will be granted at time of original hire without special action by the Sierra College Board of Trustees

D. STEP ADVANCEMENT AFTER DATE OF HIRE:

Advancement from one step to the next occurs with every completed fiscal year of full-time employment. A new instructor completing 75% or more of days maintained for instruction in the fiscal year of hire will advance one step, effective July 1 of the following fiscal year; otherwise, advancement will occur only after completing the fiscal year of hire PLUS the following fiscal year.

NOTE: Staff employed prior to July 1, 1980 with a fully satisfied Community College Instructor's Credential authorizing the teaching of a vocational subject will remain in their current class as described in the 1979-80 salary schedule and may move to the next class by accumulating the necessary units subsequent to placement in their current class as described in the 1979-80 salary schedule (see Appendix A-1)

	CLASS A	CLASS B	CLASS C	CLASS D
Track I	Bachelor's Degree or any credential authorizing the holder to teach in a California Community College	A Bachelor's Degree plus 40 semester units.	A Bachelor's Degree plus 60 semestr units including Master's Degree.	A Bachelor's Degree plus 80 semester units including Master's Degree
Track II		A Master's Degree	A Master's Degree plus 20 semester units.	A Master's Degree plus 40 semester units.
Step 1	18,974	20,111	21.319	22,598
2	19,733	20,917	22.260	23,501
3	20.523	21.753	23.058	24,444
4	21.344	22.624	23.981	25,420
5	22.197	23,530	24.940	26.437
6	23,086	24.470	25,939	27,495
7	24,009	25,450	26,976	28,594
8	24.967	26.466	28,055	29,738
9	25,968	27,525	29,178	30,927
10	27,005	28.625	30.345	32,165
11		29.772	31,557.	33,451
12		-	32,821	34,789
13		-	-	36.181

APPENDIX A-1

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
SALARY SCHEDULE 1979-80

CLASS A Any credential authorizing the holder to teach in the California Community Colleges or a Bachelor's Degree.

CLASS B Bachelor's Degree plus 40 semester units acquired subsequent to the awarding of the Bachelor's Degree; or Master's Degree; or a fully satisfied Community College Instructor Credential authorizing the teaching of a vocational subject plus 20 semester units acquired subsequent to the awarding of the Bachelor's Degree.

CLASS C* Bachelor's Degree plus 60 semester units including the Master's Degree; or Master's Degree plus 20 semester units acquired subsequent to the awarding of the Master's Degree; or a fully satisfied Community College Instructor Credential authorizing the teaching of a vocational subject plus 40 semester units acquired subsequent to the awarding of the Bachelor's Degree.

CLASS D* Bachelor's Degree plus 80 semester units including the Master's Degree, or Master's Degree plus 40 semester units acquired subsequent to the awarding of the Master's Degree, or a fully satisfied Community College Instructor Credential authorizing the teaching of a vocational subject plus 60 semester units acquired subsequent to the awarding of the Bachelor's Degree.

Step	CLASS A	CLASS B	CLASS C	CLASS D
1	$15,147	$16,055	$17,019	$18,040
2	15,753	16,698	17,770	18,761
3	16,383	17,366	18,408	19,513
4	17,039	18,061	19,144	20,293
5	17,720	18,783	19,909	21,105
6	18,429	19,534	20,707	21,949
7	19,166	20,316	21,535	22,826
8	19,932	21,128	22,396	23,740
9	20,729	21,974	23,292	24,689
10	21,558	22,852	24,224	25,677
11	0	23,767	25,192	26,704
12	0	0	26,200	27,772
13	0	0	0	28,883

*Teachers placed in Class C or D prior to July, 1965 are exempt from the Master's Degree or the equivalent requirement.

Note: a. Class placement on the salary schedule is determined by the credential required for the instructor's assignment.

b. No more than seven years of full time teaching experience or its equivalent will be granted toward step placement at the time of original employment, without special action of the Board.

c. Except as provided in Board Policy B-4.53 and A-4.53, only upper division and graduate credits are applicable for salary adjustment.

APPENDIX B

STATEWIDE MEDIAN FORMULA

Both parties accept the process used in arriving at the median for the maximum non-doctorate without special increments of 69 community college districts as described below and agreed that this will be used in determining the median for this category in future negotiations.

56 districts = .81 or weighted value of 8
13 districts = .19 or weighted value of 2

69 districts =1.00 or weighted value of 10

STATEWIDE MEDIAN FORMULA

Median position of the 56 districts times 8 = dollar value
Median position of the 13 districts times 2 = dollar value

Total Dollar Value

Total dollar value divided by 10 = median of 69 districts

DISTRICT NAME	CLASS/STEP/COLUMN/ACADEMIC YEAR COMPARISON
Saddleback	Class 5, Step 20
Sequoias	Class 5, Step 14
*Long Beach	Scale D, Step 25
San Joaquin	Class 5, Step 13
*Palomar	Class F, Step 25
El Camino	Clas 4, Step 14
Contra Costa	Class 7. Step 19
Pasadena	Class E, Step 21
Rio Hondo	Class 4. Step 14
Mt. San Antonio	Class 4. Step 13
*San Mateo	Class 8. Step 21
Sonoma	Class 5. Step 12
*North Orange	Class 7. Step 17
Cerritos	Class E, Step 14
Foothill/DeAnza	Class 5, Step 12
*Monterey Penninsula	Column 5. Step 33
Rancho Santiago	Class 6, Step 13
Riverside	Class G. Step 13
*Los Angeles	Column E. Step 14 plus approved professional certificate
*Victor Valley	Class 5. Step 29
South County	Class 5, Step 15
West Valley	Class E, Step 12
Glendale	Class 5, Step 13
San Jose	Class 5, Step 16
Mira Costa	Class 5, Step 14

DISTRICT NAME	CLASS/STEP/COLUMN/ACADEMIC YEAR COMPARISON
*Merced	Class 5, Step 22
Coast	Scale 5, Step 13
Santa Monica	Group 6, Step 14
*Napa	Step 14 plus bonus
*Yosemite	Class 5, Step 25
West Kern	Class 5, Step 13
Southwestern	Class 6, Step 15
*Mt. San Jacinto	Class 5, Step 14 plus increments
Palo Verde	Class 7, Step 21
Barstow	Column 5, Step 12
*Fremont	Class 5, Step 25
*Allan Hancock	Class 4, Step 32
Citrus	Class 4, Step 14
Ventura	Class 4, Step 13
Yuba	Class 6, Step 13
San Luis Obispo	Class E, Step 13
Hartnell	Column D, Step 14
Coachella	Class 6, Step 12
State Center	Class 5, Step 13
Shasta	Class 5, Step 13
San Bernardino	Class H, Step 12, 13, 14
Redwoods	Class 4, Step 12
Imperial	Class 5, Step 22
Kern	Class 4, Step 14
Antelope	Class 6, Step 14
Santa Clarita	Class 4A, Step 13
San Francisco	Class F, Step 18
San Diego	Class 7, Step N
Lake Tahoe	Step 25
Chaffey	Step 12, plus MA, plus unit value x 75
Santa Barbara	Class 5, Step 15
West Hills	Column 5, Step 13
Los Rios	Class 8, Step 12
Solano	Class 5, Step 13
Butte	Class 4, Step 13
Marin	Class 4, Step 13
Compton	Class 5, Step 12
Mendocino	Class F, Step 13
Gavilan	Class 4, Step 14
Grossmont	Class 6, Step 14
Siskiyous	Class 5, Step 14
Peralta	Class E, Step 12
Cabrillo	Class 6, Step 12
Lassen	Class 5, Step 10
Sierra	Class D, Step 13

*13 districts with special increments

Sick Time Accumulated ____________

Sick Time Used This Year ___________

SIERRA COLLEGE
CERTIFICATED
ABSENCE VERIFICATION

______________________________ NAME

______________________________ DATE(S) ABSENT

PLEASE CHECK APPLICABLE ITEMS AND COMPLETE CORRESPONDING BLANKS:

This is to verify that my absence on the above date(s) was due to:

________1. Illness or injury. Explain ______________________________
A doctor's statement may be required for absences of five or more working days (but see, section 11.2.4 of the Agreement).

________2. Bereavement. Explain ______________________________
(See section 11.6 of Agreement)

________3. Personal necessity: verification is attached hereto. A maximum of six days per year may be deducted from sick leave in cases of personal necessity. Requests required in advance when circumstances permit. (see section 11.4 of Agreement)

I hereby petition to have my accumulated sick leave used to cover the personal emergency described. Check items below.

__________a. Death or serious illness of a member of my immediate family.

__________b. Accident, involving my person or property, or the person or property of my immediate family.

__________c. Appearance in court as a litigant, party, or as a witness under subpoena or any order made with jurisdiction.

__________d. Other reasons, solely with prior approval and within the discretion of the President/Superintendent or designee.

________4. Personal Business: Up to two days may be utilized for personal business with 24 hours prior notification to the Superintendent or designee, if circumstances permit. (see section 11.4.1.5)

______________________________ DATE

______________________________ SIGNATURE

This verification is to be filed with the Office of Instruction immediately upon return to duty.

Submitted in duplicate - one copy to unit member

SIDE LETTER
Loading Study 1984-85

The District and the Association agree to a Council composed of the Unit President and Unit Research Chair and the Dean of Instruction or designee and one Associate Dean for the District. This Council will examine all disciplines with laboratory loading units. The Council, may by May 31, 1985, make adjustments to the loading units from .7 to .75 in a "good faith" attempt to bring these loads to the Statewide median.

Such changes will be implemented by the Fall of 1985.

Adjustments may only be made if all four (4) Council members agree. Should a single member dissent, then the specific load unter question shall remain unchanged. Those salaries under Article 7 will not be effected by loading unit adjustments.

It is agreed: Gerald C Angove
FOR THE DISTRICT,
Gerald C. Angove

Lewis C Fellows
FOR THE ASSOCIATION
Lewis Fellows

Dated: November 27, 1984

CONTRACT

between

Solano County Community College District

and

The Solano Community College Teachers' Association/CTA/NEA

JULY 1, 1986

TO

JUNE 30, 1989

Copy

DURATION/REOPENERS

This Agreement shall be effective when ratified by the parties and shall continue in full force and effect through and including June 30, 1989.

During the 1987-88 and 1988-89 years the parties hereto may exercise the right to reopen articles for negotiation in the following manner:

1. During the 1987-88 year the reopeners shall be salary and one (1) article of each party's choice.

2. During the 1988-89 year the reopeners shall be salary and two (2) articles of each party's choice.

3. In each subsequent year (i.e. 1987-88 and 1988-89) the Association's initial proposals shall be presented at the second board meeting in December; the initial proposals of the District shall be presented at the second board meeting in January; negotiations between the parties shall commence following the first board meeting in February.

4. The Agreement set forth in this article shall not operate to preclude negotiations over other matters within this agreement if the parties mutually agree to do so.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Chief Negotiator, and the Board has caused this Agreement to be signed by its President, attested by its Clerk.

Solano Community College
District

Betty Bremer
President, Governing Board

Attest:

Clerk

Solano Community College
Teachers Association

President, CTA/NEA

Chief Negotiator

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ARTICLE 1
AGREEMENT AND RECOGNITION

1.1 **BILATERAL AND BINDING AGREEMENT:** The articles and provisions contained herein constitute a bilateral and binding agreement, hereinafter referred to as the Agreement, by and between the Governing Board of the Solano Community College District, hereinafter referred to as the District, and the Solano Community College Teachers Association/CTA/NEA, hereinafter referred to as the Association, a certificated employee association

1.2 **RECOGNITION OF UNIT AND EXCLUSIVE REPRESENTATIVE:** The Solano Community College District Board of Trustees, hereinafter call the "District", hereby recognizes the Solano Community College Teachers Association/CTA/NEA, hereinafter called the "Association" as the exclusive representative for a unit composed of full-time instructors, part-time/hourly and the following certificated employees: Counselors, Librarians, Learning Resource Center Faculty, Instructor/Coordinators, Enabler/Coordinators for the Handicapped, Extended Opportunity Program and Service Coordinators and Counselors, and Veterans' Coordinators, hereinafter referred to as the Faculty.

1.3 **DETERMINATION OF UNIT:** Determination of the members of the unit shall be undertaken as the first census week of each semester. The District shall furnish the Association with a faculty list by the end of the third week after the first census week.

1.4 **DESIGNATION OF DIVISIONS:** The division/departments of the District are.

Divisions

Business
Counseling
Fine & Applied Arts
Health Occupations
Health/Physical Education
Language Arts
Mathematics/Science
Social Science
Trade and Technical

Departments

Learning Resources
Mare Island Apprentice School
Special Services

ARTICLE 2
NEGOTIATIONS PROCEDURES

2.1 **RELEASED TIME:** Members of the Association's bargaining team shall be released from their assigned duties and attend negotiating sessions without loss of compensation. Should the legislature allocate funds for reimbursement for released time for planning for negotiating sessions, members of the Association bargaining team shall be released from their assigned duties to plan for negotiation sessions. Substitutes shall be paid at District expense.

2.2 **SCHEDULING:** All negotiating sessions shall be held between the hours of 8:00 a.m. and 5:00 p.m. unless other hours are agreed upon by both the District and the Association. Negotiating sessions will be held only on contract days as specified in Article 23 unless other days are agreed upon by both the District and the Association. There shall be no negotiating sessions during the summer months unless mutually agreed upon by both the District and the Association. Every effort shall be made to meet within five (5) working days from receipt of a written or oral request by either party.

2.3 **LOCATION:** All negotiating sessions shall take place on the campus of Solano Community College.

2.4 **CANCELLATION OF THE MEETINGS:** Either party may cancel a scheduled meeting for cause and with 24-hour notice, if possible. Said meeting shall be rescheduled at the time of cancellation in accordance with paragraph 2.2 above.

2.5 **INFORMATION TO THE ASSOCIATION:** The Association shall be provided, within five (5) working days after the submission of a written request, with all materials and data, the provision of which is not precluded by law. Both parties agree and acknowledge that time is of the essence in providing the materials and data under this Article. All requested materials and data, the provision of which is not precluded by law, which are not readily available in the form requested, shall be provided within a reasonable time. When materials are requested which are not readily available in the form requested, the Association shall pay for all staff time and supplies necessary to produce the materials.

2.6 **REOPEN:** In the event the parties mutually agree to reopen the Agreement during its term, the provisions of this Article will apply.

ARTICLE 3
NON-DISCRIMINATION

Neither the District nor the Association shall impose or threaten to impose reprisals, discriminate or threaten to discriminate, or otherwise interfere with, restrain or coerce any faculty member because of his/her participation in the organizational leadership of, or active membership in the Association, or because of his/her exercise of rights guaranteed him/her by state and federal law.

ARTICLE 4
EVALUATIONS

PURPOSE: The purpose of this Article is to maintain and improve the quality of instruction, counseling and other educational services offered by the District through periodic evaluation of faculty members.

4.1 IN-SERVICE EVALUATION:

A. Evaluation of Faculty

1. Every contract certificated faculty employee shall be evaluated by his or her supervisor in writing at least two times each school year. The first evaluation shall take place before December 1 and the second before March 1.

2. Every regular certificated faculty shall be evaluated by his or her immediate supervisor in writing every other year, no later than April 15 of the year in which the evaluation takes place.

3. Any faculty member who is employed to teach adult or community college classes for not more than sixty percent (60%) of the hours per week considered as full-time assignment for regular employees having comparable duties shall be classified as a temporary employee and shall be evaluated by his or her immediate supervisor in writing each semester for the first two semesters of employment and at least once every four semesters he or she is employed thereafter.

4. Other full-time temporary faculty may be evaluated in writing at least once each semester during which he or she is employed.

5. The evaluation form, mutually agreed upon between the District and the Association, shall be made a part of the Agreement. The evaluation form shall include the following information: date of observations, amount of time spent on each observation, and the classroom activity engaged in during the observation.

   a. The signature of the person being evaluated on the form does not necessarily signify agreement with the evaluation.

   b. The original evaluation shall be placed in the employee's personnel file; one copy shall go to the person being evaluated; one copy shall be retained by the evaluator. All evaluations are to be kept confidential.

6. Professional performance as specified in 19.6.A. and B shall be the only basis for evaluation.

7. Any statements concerning a faculty member's performance originated by a party other than the immediate supervisor, which are used in an evaluation, shall be signed by the originator. Such statements shall be investigated by the evaluator prior to their inclusion.

8. Evaluation procedures and criteria for part-time/hourly certificated employees except for time deadlines shall be the same as for other certificated faculty.

4.2 TYPES OF EVALUATION:

A. All faculty members shall be evaluated by their immediate supervisors according to the following procedure.

   1. Each evaluation shall be based upon at least one observation, and shall at the request of the evaluatee be followed by an evaluation conference.

      a. The certificated faculty member's evaluator shall make specific recommendations for improvement if the evaluation is less than satisfactory, and the evaluator shall provide direct assistance in implementing such recommendations. Supervisors shall make additional evaluations if an evaluation is less than satisfactory.

      b. No material originated prior to three (3) years shall be used to deny tenure, discipline, evaluate, dismiss or transfer a faculty member.

   2. Student Evaluation. Student evaluation shall be a part of a faculty member's evaluation. When evaluating those faculty members who teach more than one (1) class, the faculty member shall be entitled to select one (1) class for student evaluation, and the District shall be entitled to select one (1) class for student evaluation. Any supervisorial statement concerning a faculty member's performance shall be based on a consensus opinion of all students in the class or classes selected. The completed forms used for such student evaluation shall be available for the faculty member's review during the evaluation conference called for in 4.2.A.1. Student evaluation shall not become the sole basis for any administrative decision to evaluate, terminate, deny tenure, discipline or transfer a faculty member. The form(s) and procedures for student evaluation shall be mutually agreed upon by the District and the Association and shall become a part of this Agreement as Appendix I. Proposals for revision of the evaluation instrument (as a result of the review process described in Appendix I) will be implemented in Fall 1986.

B. Any faculty member, at his or her request, shall be evaluated according to the following procedure.

   1. Self-Evaluation. A certificated employee may choose to assess his or her own performance Such an employee shall be advised that self-evaluation is optional and voluntary. Self-evaluation may be included in the personnel file.

   2. Peer Evaluation. A certificated faculty member may elect to have a second evaluation by faculty member(s) mutually agreed upon by him or her and his or her immediate supervisor. If a peer evaluation is requested and made, it may become a part of

the faculty member's evaluation record or it may be incorporated as part of the division's evaluation process.

3. Remedies under this Article shall include the removal of a procedurally defective evaluation from a faculty member's personnel file.

ARTICLE 5
PERSONNEL FILES

5.1 There shall be one personnel file for each faculty member. The personnel file for each faculty member shall be maintained by the District in the Personnel Office. The file shall consist of records of employment with the District, records of educational advancement, and other work experience pertaining to the status of the faculty member's employment with the District, leave forms, transcripts, recommendations, evaluations and correspondence pertaining to the member.

5.2 Only materials in the District personnel file shall be used in any proceeding affecting the status of the faculty member's employment with the District. This file shall be the only file used in any disciplinary or dismissal proceeding.

5.3 A faculty member may inspect his or her personnel file upon written notice during normal business hours on released time. A faculty member may, upon his or her written authorization, designate a representative to review the file in the presence or absence of the faculty member. Where the member selects an Association representative to review the member's file, the Association and faculty member agree to indemnify and hold harmless the District for any loss or damage whatsoever arising from operation of this subsection insofar as said loss or damage is related to the Association representative reviewing the file. The District agrees to be bound by applicable federal and/or state statutes concerning the privacy and confidentiality of such records and files. Access to the official District personnel file shall be limited to District administrators and supervisors and their properly authorized classified and confidential staff.

5.4 The District shall keep a log indicating the persons (other than persons whose duty it is to maintain the files) who have examined a personnel file, as well as the date such examinations were made. No records (except payroll memos, TB reports, transcripts and credentials) may be copied without the faculty member's written permission. Records shall be kept of any materials copied, indicating the number of copies and the name and address of the person who received said copies.

5.5 All reviews shall be done in the presence of a management employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.

5.6 Any item placed in the file shall be clearly identifiable as to its source or originator and its date of receipt by the District.

5.7 Faculty members shall be notified and receive a copy of any entry into their files other than payroll memos, TB reports, transcripts and credentials, and in accordance with 87031 of the Education Code shall have the right to respond in writing to any derogatory entry within ten (10) working days of notification thereof and such response shall be attached to the entry.

5.8 Materials excluded from review by the faculty member and the Association include ratings, reports and records obtained prior to employment of the faculty member and any other materials related to application for other positions in the District. Where inconsistent with the law, this subsection shall not apply.

5.9 Upon the request of a faculty member, a copy of material to which he or she is entitled shall be made for him or her.

5.10 A faculty member may request, in writing, to have placed in his/her file such material as he/she determines may have a bearing on his/her position as a faculty member. The District will provide forms for this purpose.

5.11 Pursuant to the California Administrative Code, Title 5, Section 16023, personnel records are classified as records which must be retained permanently. However, no material in a faculty member's personnel file originated prior to four (4) years shall be used to deny tenure, discipline, evaluate, dismiss or transfer a faculty member.

ARTICLE 6
CONTRACTS, DISCHARGE, DENIAL OF TENURE, AND RESIGNATION

6.1 **RESIGNATIONS:** Resignations shall be administered in accordance with Sections 87730 and 87731 of the California Education Code.

6.2 **DISCHARGE:** The discharge of faculty members shall, unless oherwise stated herein, be in accordance with the applicable provisions of the California Education Code; i.e., 87732, 87734, 87735, 87736, 87737.

6.3 **TENURE:** The tenure rights of faculty members shall be in accordance with the applicable provisions of the California Education Code; i.e., 87600 through 87612.

ARTICLE 7
REDUCTION IN FORCE

7.1 SENIORITY:

A. Seniority shall be defined as the length of service with the District. A full time faculty member shall be entered on the seniority list of the District from his or her initial date of full-time employment. All full-time faculty members with the same initial date of employment shall draw lots for placement on the seniority list. The Personnel Office shall conduct and keep records of the results of the draw.

B. Seniority shall continue to accrue during approved leaves and shall remain static in cases of termination due to staff reduction. For purposes of this Article, any leave granted shall not constitute an interruption of service.

C. A faculty member shall lose seniority with the District if he or she resigns, or is discharged.

D. A full-time faculty member shall accrue seniority in accordance with applicable provisions of the Education Code. Part-time/hourly faculty hired before 1967 shall accrue seniority in accordance with the provisions of the "Peralta" decision.

7.2 REDUCTION OF FACULTY:

A. No regular employee shall be deprived of his/her position for causes other than those specified in Education Code Sections 87453, 87467 and 87484, and Sections 87732 to 87739, inclusive, and no contract employee shall be deprived of his or her position for cause other than as specified in Section 87740 except in accordance with the provisions of Section 87463 and Sections 87743 to 87762, inclusive.

B. Whenever in any school year the average daily attendance in all of the schools of a district for the first six months in which school is in session shall have declined below the corresponding period of either of the previous two school years, or whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year, and when in the opinion of the Governing Board of said district it shall have become necessary by reason of either of such conditions to decrease the number of regular employees in said district, the said Governing Board may terminate the services of not more than a corresponding percentage of the certificated employees of said district, regular as well as contract, at the close of the school year; provided that the services of no regular employee, or any other employee with less seniority, is retained to render a service which said regular employee is certificated and competent to render.

7.3 **PROCEDURES:**

A. Notice of such termination of services, either for a reduction in attendance or reduction or discontinuance of a particular kind of service to take effect not later than the beginning of the following school year, shall be given before the 15th of March in the manner prescribed in Section 87740 and services of such employees shall be terminated in the inverse of the order in which they were employed as determined by the Board in accordance with the provisions of Sections 87413 and 87414. In the event that a regular or contract employee is not given the notice and a right to a hearing as provided for in Section 87740, he or she shall be deemed reemployed for the ensuing school year.

B. The Governing Board shall make assignments and reassignments in such a manner that employees shall be retained to render any service which their seniority and qualifications entitle them to render.

7.4 **RIGHTS OF TERMINATED FACULTY:**

A. In addition to all rights given to terminated faculty members under the Education Code, faculty members on faculty reduction leave shall be given priority as substitute teachers and for new part-time positions and shall be continued in the medical and dental insurance group for a period of two (2) years upon advance payment of the monthly premium by the faculty member.

B. No new faculty appointments shall be made while there are faculty members on layoff status who are qualified for the position and who are available for reinstatement.

7.5 It is the intention of the parties to this Agreement that all provisions of the Education Code with respect to seniority and reduction in force shall apply under this contract.

7.6 The District shall negotiate with the Association with respect to the impact of any faculty reduction before the District mails out notices recommending the non-renewal of any faculty member.

ARTICLE 8
TRANSFERS

8.1 **TRANSFER:** A transfer is a change in assignment from the faculty member's assigned discipline to another discipline or to an off-campus teaching location.

8.2 VOLUNTARY TRANSFER:

A. The District shall post a notice of any full-time certificated job vacancies on bulletin boards in prominent locations in each building. The job vacancy notice shall remain posted for a period of six (6) full working days prior to public advertisement, during which time employees may request a transfer to another discipline and/or an off-campus teaching location.

B. A request for transfer may be initiated by a member of the bargaining unit at any time on the form provided by the District.

C. A member of the bargaining unit desiring a transfer shall file a request on the form provided by the Personnel Office.

D. Faculty members requesting a transfer who have an appropriate credential, meet the requirements of the position as stated in the job announcement, and have positive evaluations in their current position, shall be interviewed for the position prior to public announcement.

E. If a voluntary transfer request is denied, the District shall provide a written explanation of the specific reasons for the denial.

8.3 INVOLUNTARY TRANSFER:

A. The District shall request that faculty members volunteer to fill the positions on the list of vacancies prior to involuntarily transferring a qualified faculty member.

B. The District retains the right to initiate involuntary transfers; however, the District shall inform the Association regarding the need for any involuntary transfer and the terms and conditions of such a transfer before initiating an involuntary transfer.

C. No faculty member who has more seniority than another faculty member also qualified for the transfer under section 8.3.E.1 of this contract shall be involuntarily transferred.

D. Faculty members to be involuntarily transferred shall have the right to indicate preferences from the list of vacancies referred to in 8.3.A.

E. When making an involuntary transfer, the District shall give first consideration to the most senior faculty member's preference from the list of vacancies referred to in 8.3.A. Once an involuntary transfer has been decided according to the preferences of the most senior faculty member(s), if any, to be involuntarily transferred, all involuntary transfers shall be considered on the basis of the following non-ordered criteria.

1. Demonstrated ability of the faculty member based on a credential in the discipline or proven competency in the discipline.
2. The educational needs of the students.

8.4 No involuntary transfers shall be made in an arbitrary, capricious or discriminatory manner.

ARTICLE 9
UNIT STABILITY

9.1 Prior to establishing any new certificated positions, the District shall meet and discuss such new positions with the Association. In the event of disagreement, the parties shall jointly petition the PERB for unit clarification or modification.

9.2 The District shall post notices of all certificated vacancies in the Personnel Office and on division bulletin boards.

ARTICLE 10
RETIREMENT

10.1 **RETIREMENT SYSTEM:** All faculty members shall participate in the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) pursuant to applicable rules and regulations of the STRS or PERS. A faculty member shall have deducted from his or her payroll warrant that percent of eligible wages specified by STRS or PERS for employee contributions. The District shall pay that percent of eligible wages specified by STRS or PERS for the employers.

10.2 **RETIREMENT AGE:** Employees who desire to continue active service beyond age seventy (70) years shall submit annually a written application accompanied by a medical statement certifying to satisfactory condition of health. These materials shall be submitted to the Superintendent by February 15 of the year in which the school year begins when such further service is to be rendered. The Superintendent will review the application in conjunction with the medical statement and most recent evaluation and will make a recommendation to the Governing Board.

10.3 **REDUCED WORKLOAD WITH FULL RETIREMENT CREDIT:** A faculty member who meets all legal eligibility criteria may elect to reduce his or her workload by up to one-half of a full-time assignment. The faculty member shall be paid a pro-rated salary based on that percent of his or her actual workload bears to a full-time workload.

A. STRS CREDIT: The faculty member shall receive the STRS/PERS service credit that he or she would have received if he or she had continued as a full-time employee. The faculty member's STRS/PERS retirement allowance shall be based on the salary the said faculty member would have received if employed on a full-time basis. Therefore, the faculty member and employer shall both contribute to the State Teachers Retirement Fund the amount each (separately) would have contributed if the faculty member had continued to work on a full-time basis.

B. BENEFITS: Faculty members on the reduced workload full retirement credit program shall receive fringe benefits on the same basis as full-time faculty members.

C. RETURN TO FULL-TIME EMPLOYMENT: A faculty member may elect only once to return to full-time employment and remain therein until he/she reaches the mandatory retirement age. The faculty member's reinstatement shall become effective at the beginning of the following school year as a full-time employee, or he/she may apply for any vacant position for which he/she is qualified. If the faculty member chooses to return to full-time employment, he/she shall be returned to his/her permanent status with all rights, privileges and benefits, including tenure, seniority and service.

D. REDUCED WORKLOAD WITH FULL RETIREMENT CREDIT: The employee shall not participate in the reduced load program for more than five (5) years.

10.4 BENEFITS, RIGHTS, AND PRIVILEGES:

A. Employees who retire with ten (10) or more years of full-time service to the District shall continue to receive District-paid contributions for employee and spouse in the health plan for a period of ten (10) years, and the employee shall continue to receive District-paid vision care for a period of ten (10) years, subject to rules and regulations of the contracts with the health and vision plan organizations.

   1. A retired employee shall be defined as one who has retired for service or disability and who is eligible for or is receiving a retirement allowance from the State Teachers' Retirement System or Public Employees' Retirement System.

B. The coverage under this section shall be coordinated with Medicare A and B coverage.

C. A retirement bonus of $100 per year of employment with the District will be granted to each full-time faculty member who retires with ten (10) or more years of service to the District and who submits a letter no later than February 1 indicating the intent to retire effective the end of the current academic year.

10.5 RETIREMENT: A part-time/hourly faculty member may, at his/her option, earn State Teachers Retirement System yearly service credit in accordance with the rules, regulations, and laws governing the State Teachers Retirement System.

10.6 EARLY RETIREMENT INCENTIVE: A faculty member who has ten (10) years or more of service to the District and qualifies for retirement may choose to retire between ages 55 and 65 and receive a fee for services performed as listed below:

A.

Age at Retirement	Required Services	Payment Per Year	Years May Serve as Consultant
55-59	180 Hours	*$ 5,000	55 - 5 Years
			56-58 - 4 Years
			59 - 3 Years
60-65	145 Hours	*$ 4,000	60 - 2 Years
			61-65 - 1 Year

*or state mandated maximum or whichever is higher.

B. The employee shall notify the District of his/her intent to retire. A contractual arrangement specifying the services to be performed, the time scheduling, and the schedule of payments shall be mutually agreed upon prior to that retirement. Any modification to that agreement shall be made prior to the start of the ensuing school year. Travel and other incurred expenses shall be paid by the District in accordance with 24.2 of this Contract.

10.7 "GOLDEN HANDSHAKE" EARLY RETIREMENT INCENTIVE:

The District agrees to implement Education Code Section 87488 for Association members who desire to retire and who meet the following conditions:

1. Are between the ages of 50 and 60 at retirement;
2. are eligible for the State Teachers' Retirement System;
3. submit a letter between February 1 and May 30 indicating they wish to retire.

ARTICLE 11
SABBATICAL LEAVE

11.1 **PURPOSE:** The purpose of sabbatical leaves is to provide the opportunity for faculty members to improve those professional skills which will benefit the students and the District.

11.2 **NUMBER OF LEAVES AND DURATION:** Upon recommendation of the Sabbatical Leave Committee the number of sabbatical leaves granted each academic year shall be equal to two percent (2%) of the full-time faculty. Individual sabbatical leaves shall be granted for one semester or for one academic year. Fractional calculations shall be rounded off to the nearest whole number.

11. **ELIGIBILITY:** Sabbatical leaves may be granted to any full-time certificated faculty member who has been employed for at least six (6) consecutive years as a full-time faculty member preceding the effective date of the leave.

11.4 **APPLICATION:** Application for sabbatical leave must be made in writing on the form provided and submitted to the Sabbatical Leave Committee no later than January 31 in the school year preceding the proposed leave period. No more than one sabbatical leave shall be granted to an individual in any six (6) year period unless there are insufficient eligible applicants in any year.

11.5 **RECOMMENDATION BY SABBATCAL LEAVE COMMITTEE:** A Sabbatical Leave Committee shall be established each year to review and recommend sabbatical leave applications according to the following procedures:

A. The Committee shall be composed of three full-time faculty members chosen by the Association and two management members chosen by Management plus the Dean of Instruction. The Dean of Instruction shall be a permanent member of the Committee.

B. Each year during the last week of November, the Dean of Instruction shall convene the Committee which shall elect a Chairperson and shall establish and publish the procedures for the selection of recipients of sabbatical leaves.

C. By March 15, the Committee shall submit its recommendations, in writing, to the Superintendent/President. The number recommended shall not exceed the number of sabbatical leaves available. The report shall include a listing of all candidates along with a brief statement of reason for selection and/or non-selection.

D. Should one or more of the recommended candidates decide to decline the leave, additional recommendations shall be sought from the Sabbatical Leave Committee for replacements.

11.6 **CONFIRMATION OF SABBATICAL LEAVES:**

A. On or before the first Governing Board meeting in April, the Superintendent/President shall submit his/her endorsement of the list of sabbatical leave applicants to the Governing Board.

B. The Governing Board shall confirm the sabbatical leaves to be granted for the ensuing academic year no later than its first regular meeting in May.

11.7 **RETURN FROM LEAVE REPORT:** Upon return from leave, the faculty member shall provide an acceptable written report to the Sabbatical Leave Committee.

11.8 COMPENSATION AND FRINGE BENEFITS:

A. Faculty members shall receive full salary while on sabbatical leaves of one semester duration. One-half of the annual salary shall be paid for sabbatical leaves of two semesters. The faculty member shall continue to receive all health and welfare benefits during his or her leave.

B. Faculty members may elect to receive full STRS service credit for sabbatical leave by paying both their own and the District's contribution for the difference between their sabbatical leave salary and their normal earnable salary.

C. Faculty members on sabbatical leaves do not accumulate sick leave credit for the period of sabbatical leave.

D. Sabbatical leaves shall not constitute a break in service.

11.9 UNRANKED CRITERIA USED TO EVALUATE AND RECOMMEND SABBATICAL LEAVE APPLICATIONS:

A. Feasibility of stated sabbatical leave purpose with reference to its definition, scope, and the probability of its successful completion during the time period specified.

B. Relative benefits to College, students, and District compared to other sabbatical leave applications.

C. Specific benefits to College and/or applicant's department/division in terms of:

1. Generating new courses.
2. Acquisition of relevant new knowledge and subject matter that will directly enhance and/or modify existing courses.
3. Acquisition of new and/or improved instructional techniques, training skills and other innovations.

D. Probable value in terms of aiding and/or improving applicant's execution of assigned professional duties.

ARTICLE 12
SICK LEAVE

12.1 **NOTIFICATION OF ILLNESS**: In case of illness or injury causing absence, the individual faculty member is responsible for notifying his or her division and the District Personnel Office.

12.2 **CONDITONS OF SICK LEAVES**:

A. Whenever a faculty member is absent due to illness or injury, he/she shall receive full salary and fringe benefits for each day of accrued sick leave used.

B. Every full-time faculty member shall be entitled to 9.6 hours of sick leave for each month of employment, not to exceed a total of 115 hours per contract year. For purposes of this Article a day of sick leave equals eight (8) hours.

C. Sick Leave. Part-time/hourly faculty members shall receive 1.2 hours sick leave for each eighteen (18) hours or pro-rata thereof of instruction per semester.

D. Upon the first day of service performed during the contract year, faculty members shall receive credit for all sick leave which their contract provides.

E. Unused sick leave shall accrue without limitation and may be transferred to or from any district in California.

F. Faculty members under contract for less than 100% teaching load shall earn sick leave proportionate to the percentage of full-time contract which they teach.

G. When necessary, qualified substitutes shall cover the scheduled classes, assignments and/or appointments. They will be compensated at the hourly rate.

12.3 **RETIREMENT CREDIT**: Unused sick leave shall be counted as days of service for retirement credit. The District shall pay into the retirement fund the total contribution which would be required for comparable service. Any new (to the profession) faculty members employed after January 1, 1980, shall not accrue sick leave for retirement purposes.

12.4 **PHYSICIAN'S REPORT**: After an absence of six (6) working days chargeable to sick leave, the faculty member may be required by the District to provide medical verification.

12.5 **PREGNANCY DISABILITY**: Disability sick leave may be used for any disability deriving from pregnancy, including childbearing, recovering from childbearing, miscarriage, or abortion verified by a physician's report. The employee shall receive full pay for accumulated sick leave during verified disability period. If sick leave is exhausted prior to the end of the disability period, Article 13.4, Extended Illness Leave, goes into effect until the end of the disability period. If the employee wishes not to return to duty, she may request an unpaid parental leave as established in Article 14.7.

12.6 ADDITIONAL SICK LEAVE: Without establishing a practice or a precedent, the District may grant a faculty member sick leave in addition to that accrued in anticipation of the faculty member's accruing such leave after his or her return to duties.

ARTICLE 13
LEAVES OF ABSENCE WITH PAY

All leaves of absence must be supported with an absence report form upon return from the leave. Leaves of absence with pay shall be granted by the District for absence during a faculty member's individual contract period as follows:

13.1 **PERSONAL NECESSITY LEAVE:** Faculty members shall be entitled to use five (5) days of their annual sick leave entitlement for personal necessities. Personal necessity leave shall be granted upon request of the faculty member. The faculty member shall notify his or her immediate supervisor in advance of his or her intended absence except in the case of death, serious illness or accident.

13.2 **BEREAVEMENT LEAVE:** Faculty members shall be granted up to three (3) days paid leave of absence, or five (5) days if out of state travel is involved or if one way travel is in excess of 200 miles, for each occurrence of death in the immediate family. "Immediate family" is defined as the employee's spouse, the mother, father, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, aunt, uncle, foster parent, or stepparent of the employee or the employee's spouse, or any person living in the immediate household of a faculty member. Additional days of bereavement leave, if approved, will be deducted from accumulated sick leave.

13.3 **JURY DUTY AND WITNESS:** A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his or her regular salary rate. A copy of the summons must be attached to the absence report. All jury duty fees earned shall be returned to the District less mileage and meal allowances.

13.4 **EXTENDED ILLNESS LEAVE:** If a faculty member has utilized all accumulated sick leave and is still absent from duties on account of illness or accident for a period of five school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or fifty percent (50%) of the salary due the faculty member during the period of absence, whichever is the lesser amount.

13.5 **INDUSTRIAL ILLNESS OR ACCIDENT LEAVE:**

A. Eligible members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be entitled to industrial accident or illness leave limited to sixty (60) working days per each incident. This leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence.

B. When a certificated employee is absent from his or her duties on account of an industrial accident or illness, he or she shall be paid such portion of the salary due him or her for any month in which the absence occurs as, when added to his or her temporary disability indemnity under Division 4 or Division 4.5 (commencing with

Section 6100) of the Labor Code, will result in a payment to him or her of not more than his or her full salary. The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

C. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

D. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 87780, 87781 and 87786, and for the purposes of each of these sections, his or her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he or she may elect to take as much of his accumulated sick leave which, when added to his or her temporary disability indemnity, will result in a payment to him or her of not more than his or her full salary.

E. During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his or her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

F. The Governing Board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.

13.6 **EMERGENCY LEAVE:** Full-time faculty members shall be entitled to one (1) day of paid emergency leave per year. When an emergency happens causing absence, the faculty member shall notify his/ her division and the District Personnel Office. "Emergency" as used in this section means a sudden unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.

ARTICLE 14
LEAVES OF ABSENCE WITHOUT PAY

14.1 **ELIGIBILITY:** Faculty members shall be eligible for leaves of absence under this Article at any time after the effective date of their contract.

14.2 **APPLICATION:** A faculty member who requests a leave of absence shall make written application to the College. The application shall state the reason for and the length of the requested leave.

14.3 **HEALTH LEAVE:** Faculty members may be granted, upon request, a leave of absence without pay for the remainder of the current semester or for a full semester for verified reasons of physical or mental health. A statement by the faculty member's physician to the effect that the faculty member is in need of such leave shall be furnished at the District's request. The faculty member shall notify the District of an intended return date at least one (1) month in advance. Leaves granted under this provision may be considered and extended for varying periods based upon a case-by-case analysis of need.

14.4 **EXCHANGE TEACHING LEAVE:** An unpaid leave of absence of not more than one academic year may be granted for exchange teaching.

14.5 **MILITARY LEAVE:** Faculty will be granted military leave in accordance with the provisions of the Education Code and of the Military and Veterans Code.

14.6 **PROFESSIONAL GROWTH LEAVE:** The College may grant a faculty member an unpaid leave of absence of up to one (1) year for professional development which shall include, but shall not be limited to, additional schooling and/or training, involvement in research efforts, scholarly pursuits, and acceptance of long-term assignments to other higher education institutions, agencies, corporations, foundations, or governments. A faculty member may submit request for extension of professional growth leave.

A. The faculty member on such leave shall notify the District of an intended return at least twelve (12) weeks in advance of the anticipated first day of service.

B. The faculty member on such leave shall be entitled to return to employment at the end of the leave.

14.7 **PARENTAL LEAVE:** A parental leave of absence without pay shall be granted to a faculty member as follows:

A faculty member who is pregnant or is preparing to adopt a child shall be granted, upon request, a leave without pay to begin upon birth of the child and/or upon completion of paid pregnancy disability or actual placement of an adopted child in the home for one (1) year after a child is born or adopted. The employee shall request the leave in writing to the Director of Personnel and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The District may request a copy of the birth certificate of the child. A faculty member who is pregnant may continue in active employment as late into pregnancy as she desires, provided that her physician determines that she is medically able.

14.8 **PATERNITY LEAVE:** Upon request, the District shall grant a male faculty member who is or is preparing to be a natural or adopting parent an unpaid leave of absence of up to one (1) year. The faculty member shall notify the College in writing of his desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

14.9 **OTHER LEAVES WITHOUT PAY:** The District may grant unpaid leaves of absence to faculty members for reasons not previously mentioned in this Article, without establishing a practice or precedent.

14.10 **LEGISLATIVE LEAVE:** A faculy member who is elected to the Federal or State Legislature shall be entitled to an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years.

A. The faculty member on such leave shall notify the District of an intended return at least twelve (12) weeks in advance of the anticipated first day of service.

B. The faculty member on such leave shall be entitled to return to employment at the end of the leave.

14.11 **CONDITIONS:**

A. At the expiration of the leave of absence of a faculty member, the faculty member shall be reinstated in accordance with the provisions of the Education Code.

B. No leave of absence when granted to a contract employee shall be construed as a break in the continuity of service required for the classification of the employee unless so provided in the Education Code.

C. A faculty member taking leave of absence under this Article may, provided the premiums pre-paid by the employee in advance monthly, receive during his/her leave all health and welfare benefits, to the extent allowed by the applicable carrier and Joint Powers Authorities (JPA), if any.

D. Notice of intent to return to the District must be received no later than October 1 for the spring semester and April 1 for the fall semester except where otherwise specified in this Article.

ARTICLE 15
GRIEVANCE PROCEDURES

PURPOSE: To provide an orderly procedure for reviewing and resolving grievances promptly.

15.1 **DEFINITIONS**:

A. A "grievance" is a written claim by the Association or a faculty member that there has been a violation, misapplication, or misinterpretation of any of the provisions of this Agreement.

B. An "aggrieved person" is the person or persons, including the Association or representatives thereof, making the claim.

C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the Solano Community College District is open for business.

D. The "immediate supervisor" is the first administrator having immediate jurisdiction over the grievant.

15.2 **TIME LIMITS**: It is important that grievances be processed as rapidly as possible within the time limits specified at each level. Every effort shall be made to expedite the process. The time limits may, however, be extended or shortened by mutual written agreement. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the academic year and, if left unresolved until the beginning of the following academic year, could result in harm to the grievant, the time limits set forth herein shall be reduced so that the procedure may be included prior to the end of the academic year or as soon thereafter as possible.

15.3 **PROCEDURE**:

A. Level One

A grievant who files a grievance shall first discuss the grievance with his or her immediate supervisor, directly or through the Association's designated grievance representative, with the objective of resolving the matter informally. Such discussion shall take place within thirty (30) working days after the grievant knew or should have known of the event or occurrence which gave rise to the grievance.

B. Level Two

If the grievant is not satisfied with the disposition of the grievance at Level One, he or she may file the grievance in writing simultaneously with the president of the Association and the Superintendent/President of the College, or his or her designee, within ten (10) working days following the informal discussion provided at Level One. The statement of grievance shall include:

1. The name of the grievant.
2. A statement of the facts giving rise to the grievances.
3. Identification of all provisions of this Agreement claimed to have been violated, misinterpreted, or misapplied.
4. The date on which the event or occurrence first occurred or the date on which the grievant knew or should have known of the event or occurrence which gave rise to the grievance.
5. The date of the initial submission of the grievance in writing.
6. The remedy or correction requested.

Within ten (10) working days after the receipt of the written grievance by the Superintendent/President of the College, or his or her designee, the Superintendent/President of the College or his or her designee shall meet with the aggrieved person and a representative of the Association in an effort to resolve the grievance. The decision, including the stated reasons for said decision of the College Superintendent/President, or his or her designee, shall be presented in writing to the grievant, the president of the Association, and the grievance chairperson within ten (10) working days following the meeting at Level Two.

C. Level Three

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within ten (10) working days following the Level Two meeting with the Superintendent/President of the College, or his or her designee, the grievant may, within ten (10) working days, request in writing that the Association submit the grievance to final and binding arbitration by written notice to the Superintendent/President of the College with fifteen (15) working days after receipt of the request from the grievant.

15.4 **STATE MEDIATION AND CONCILIATION SERVICE:** The Association and the District shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to Arbitration, the parties shall request a list of eleven (11) arbitrators from the State Mediation and Conciliation Service. The arbitrator shall be selected from the list supplied by SMCS through a process of alternately striking names. A flip of the coin shall determine which party strikes first.

15.5 **POWERS OF THE ARBITRATOR:** The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement. The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties of this Agreement. All costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room shall be borne equally, by the District and the Association. All other costs shall be borne by the party incurring them.

15.6 **RIGHTS OF FACULTY MEMBERS TO REPRESENTATION:**

A. No reprisals of any kind shall be taken by the Board or by any member or representative of the District or College administration against any grievant, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

B. A faculty member may be represented at all stages of the grievance procedure by himself or herself and/or by a representative selected by the Association. If a faculty member is not represented by the Association or its representative, the Association shall have the right to be present and/or state its views at all stages of the grievance procedure. Should the Association waive its right to be present and/or state its views at any one stage of the procedure, the Association shall retain the right to do so at any or all subsequent stages of the grievance procedure.

15.7 **GRIEVANCE RECORDS:** All documents, communications, and records dealing with the processing of a grievance shall be confidential, shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants. All records used in this grievance procedure which may have derived from personnel files maintained by the District shall be returned to those files without indication that they had been used in this grievance procedure.

15.8 **FAILURE TO RENDER A DECISION:** Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.

15.9 **FAILURE TO APPEAL:** Failure of the grievant to appeal a decision at any step within the specified time shall constitute a withdrawal of the grievance. Any step or time limitation of the grievance procedure may be waived by written mutual agreement of the District and the grievant.

15.10 **RELEASED TIME FOR GRIEVANCE PROCEDURE:** A maximum of four (4) representatives of the Association shall have the right to receive reasonable periods of released time without loss of compensation for the purpose of grievance processing.

ARTICLE 16
FACULTY RIGHTS

16.1 **CONSULTATION:** Individual faculty members shall have the right of consultation with their immediate supervisors.

16.2 **ANALYSIS OF INSTRUCTIONAL PROGRAM:** Faculty members shall be entitled to meet and consult in the analysis and/or evaluation of the instructional programs for their division before such programs are changed or implemented.

16.3 **CAPITAL OUTLAY:** Association designated division faculty shall be consulted on matters of capital outlay, building improvement, or remodeling, and facilities planning and construction in instances in which such matters directly impact the faculty.

16.4 **RIGHT TO AN INTERVIEW:** All part-time certificated instructors who apply shall be granted an interview for any advertised regular certificated position if the instructor meets the requirements of the position as stated in the job announcement.

16.5 **SUPERVISION, DISCIPLINE, EVALUATION:** No faculty member shall supervise, discipline, or evaluate (except as stated in Section 4.2 B.2) any other member of the bargaining unit.

ARTICLE 17
CONDITIONS OF EMPLOYMENT

17.1 **SCHEDULE OF PAYMENT:** Faculty members shall have the option to be paid monthly over the entire year or monthly over the first ten (10) months of the contract year. The faculty member shall notify the Personnel Office by August 15 if he/she wishes to change his/her payment schedule. Employees who begin employment other than the beginning of the contract year shall choose a ten (10) or twelve (12) month payment cycle at the time of employment. The first period shall end at August 31, at which time the first salary payment shall be made. Employees may pick up their checks or have them mailed to a designated address. Paychecks will be available for distribution no later than 11:00 a.m. of the last working day of the month.

17.2 **FACULTY SCHEDULING:** Where off-campus assignments become a necessary part of the responsibilities of the certificated faculty of a division or service area, and sufficient faculty do not choose to work these assignments, the Division Chair shall rotate assignments on a seniority basis within the faculty member's discipline. Such faculty shall be reimbursed for the mileage between the primary work site and the secondary work site in excess of the distance normally traveled to the primary work site. Part-time/hourly faculty who are required to travel to more than one work site on the same day shall be reimbursed for the mileage in excess of that traveled to the nearest work site.

17.3 **FACULTY OFFICES:** The District shall provide adequate work space for use of full-time faculty members. Office space and work space shall be provided for part-time hourly faculty whenever and wherever available.

17.4 **PARKING:** The District shall provide a free parking space to accommodate one vehicle for each certificated faculty member in designated parking lots located as nearly as possible to faculty member's offices. Teachers shall be provided a sticker for each vehicle used for transportation to and from work.

17.5 **FACULTY AND STAFF MEETINGS:** Any faculty and/or staff meeting called by the District, management or a division or area shall be scheduled on days within the 175 day calendar as outlined in Article 23.

17.6 **OVERNIGHT RESPITE:** Faculty members teaching an evening class as a part of their regular assignment shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last assigned class on one day and the beginning of the first assigned class on the following day except as he or she might otherwise agree.

17.7 **ASSIGNMENT OF COURSE SCHEDULES:** Continuing faculty members shall be notified at least five (5) weeks in advance of a given academic session of their course schedule for the ensuing academic term. New faculty members will be notified of their course schedule upon their acceptance of employment. Each faculty member may meet with his or her immediate supervisor to modify or otherwise alter said schedule if adjustments are necessary during the five (5) week period. All course schedule assignments and changes will be in writing.

17.8 **DUAL ASSIGNMENTS:** A faculty member shall not be scheduled to teach a dual day/evening assignment without prior consultation with his/her Division Chair. (For purposes of this section, consultation shall mean a scheduled meeting between the faculty member and the manager.) Dual teaching assignments that vary from five (5) duty shifts per week may be waived in writing by the faculty member or he/she shall be compensated with a commensurate adjustment in duty shifts within three (3) semesters. Where dual assignments become a necessary part of the responsibilities of the certificated faculty of a division or service area, and sufficient faculty do not choose to work or waive these assignments, the Division Chair shall rotate assignments on a seniority basis within the faculty members's discipline. A day duty shift is defined as those classes taught prior to 4:30 p.m. on a given day and an evening duty shift as those classes taught after 4:30 p.m. on a given day. No dual day/evening assignment shall be made in an arbitrary, capricious, or discriminatory manner.

ARTICLE 18
ASSOCIATION RIGHTS

18.1 **ORIENTATION:** The Association shall be given the opportunity to have a representative attend and make a presentation not to exceed thirty (30) minutes at the conclusion of orientation meetings held for new certificated employees.

18.2 **DISTRIBUTION:** The Association shall have the right to use designated employee bulletin boards, District mail boxes and mail distribution service subject to reasonable regulation. All materials posted or distributed shall clearly contain Association identification.

18.3 **MEETING FACILITIES:** The District shall provide meeting facilities for the Association provided space is not otherwise in use. No cost for the use of the facilities will be charged unless extra set up or custodial charges are incurred by the District, in which case the Association shall reimburse the District at cost.

18.4 **BOARD MINUTES:** The District shall furnish the Association with one (1) copy of all official minutes and one (1) copy of each Board agenda "Packet," excluding all confidential information or materials as defined by applicable law.

18.5 **MEMBERSHIP LIST:** The District shall furnish the Association with a list of names and job titles for all full-time and part-time/hourly faculty members no later than the third week after the first census week of each semester.

18.6 **ASSOCIATION REPRESENTATIVES:** The Association shall have the right to designate a division representative in each academic division for the purpose of speaking for and acting on behalf of any member of the unit to the District on matters of contractual concern limited to the investigation and processing of grievances. Division representatives shall be certificated staff assigned to the division in non-managerial and non-supervisory capacities.

18.7 **RELEASED TIME:** In recognition of the responsibilities of the Association to contract negotiations and grievance administration, the College shall grant released time from classroom duties as follows:

A. Negotiating Team Members: The provisions of Article 2.1 are incorporated herein by reference as if set out in full.

B. Division representatives and the grievance chairperson shall be granted reasonable periods of released time without loss of compensation for the investigating and processing of grievances.

C. The Association president shall be granted twenty percent (20%) released time from classroom responsibilities for the purpose of preparing, meeting, and conferring on Association business.

18.8 The Association and the District shall each have the rights reserved to it by the Government Code.

ARTICLE 19
WORKLOAD

19.1 **WORK PATTERNS:** The District recognizes that there are a number of different kinds of professional responsibilities being performed by members of the unit and that said members may best discharge their professional duties by following varied academic work patterns.

19.2 FULL-TIME INSTRUCTIONAL FACULTY WORKLOAD:

A. The classroom teaching workload formula shall be based on the number of weekly teacher classroom contact hours. Using the following course category and point system, the classroom workload for a full-time instructor shall be 22.5 points with the following exceptions:

1. Cosmetology full load = 30 contact hours per week.
2. Electronics Series 106 and 108 = 6 points per course per week.
3. Biological science, chemistry, geology, physical science, physics, and engineering lab courses = 3.5 activity points for each 3 contact hours per week.

B. A teacher classroom contact hour is defined as fifty (50) clock minutes of instruction. No more than one classroom clock hour shall be counted in a sixty (60) minute clock hour.

C. The following categories of modes of instruction are recognized and shall be weighted with points to establish equity.

1. CATEGORY 1 COURSES: Category 1 courses require a minimum of one (1) hour outside the classroom for instructor preparation, evaluation, performance, set-up or breakdown, and rehearsal for each hour of class.

2. CATEGORY 2 COURSES: Category 2 courses require less than one (1) hour of instructor time outside class in preparation, evaluation, and facilities set-up or breakdown.

3. COMBINATION: Courses designated to include a combination of instructional modes may be designated as Category 1 in part and as Category 2 in part.

D. The Instructor Load Formula Manual, which lists the categories for all existing classes, shall continue to serve as the basis for class loads. Placement of new classes or changes in categories shall be determined jointly by division members and Division Chairs and be submitted as part of the course proposal to the Committee on Instruction. These classes shall be added to the list in the Instructor Load Formula Manual when the course is approved. A copy of this manual shall be available in the Dean of Instruction's Office.

E. Classroom workload points for the above categories shall be allocated as follows:

1. One (1) Category 1 hour per week = 1.5 points.
2. One (1) Category 2 hour per week = 1.0 points.

F. No instructor shall be required to have a classroom workload equal to more than 22.5 points in any semester unless he/she agrees. If he/she agrees to work beyond 22.5 points during a semester, an average of 22.5 shall be maintained within a three (3) semester period.

G. The above formula does not apply to TV consortium courses.

H. Additional classroom workload points shall be used in calculating the workload for instructors who are teaching large lecture classes according the the following scale:

Number of Students*	Total Contact Hour Points
61- 80	2.0
81-100	2.5
101-120	3.0
121-140	3.5
141+	Add 1.5 for each additional 20 students

*Number of students means the number of students enrolled in a one-hour-a-week class at the first census week. Classes meeting more than one (1) hour per week shall multiply the contact hour points times the number of hours per week that the class meets.

I. The teaching load in a team-taught course shall be established according to the degree of involvement of instructors teaching the course as jointly agreed upon by the parties involved.

J. Classroom teaching assignments shall be made by management in consultation with the Division Chair and the division faculty. Any overload or underload shall be adjusted within a three (3) semester period.

K. Assignment of instructors in Category 1 classes may not exceed preparation for three different subjects in any one semester unless the faculty member so agrees. The faculty member has the option to teach a reduced load at reduced pay. Combined levels of the same subject taught at the same times and days will be considered as one preparation.

L. A full-time faculty member who is assigned an overload as a part of his/her full-time assignment shall have his or her workload adjusted over a three (3) semester period, or in the event that such an adjustment cannot be made, he/she shall be compensated on a pro-rata basis in accordance with his/her placement on the full-time certificated salary schedule.

Summer session and hourly positions which become available shall be made known to all faculty. Summer session assignments are hourly positions and are not part of the regular workload of the faculty.

19.3 CLASS SIZE:

A. Recommendations for class size maximums shall be included in all new course proposals submitted to the Committee on Instruction. The class size maximums approved shall be listed in the Instructor Load Formula Manual.

B. CLASS CANCELLATION: Classes which reach or exceed a minimum enrollment of 50% of the class maximums will not be cancelled unless actual attendance drops below 50% and remains below through the second class meeting.

C. Open enrollment courses which are not cancelled prior to the second meeting shall remain open throughout the duration of the semester.

D. Class size shall be based on room limitations, education considerations, past enrollment and safety.

19.4 RESOLUTION PROCESS FOR DISAGREEMENTS ON CLASS SIZE: In the event of disagreement existing over maximum class size for a given course, the dispute shall be worked out jointly between management and the division faculty involved.

19.5 TEACHER ASSISTANTS:

A. In addition to Teacher Assistant time which would normally be allocated for a class of up to sixty (60) students, instructors teaching large lecture classes shall be allocated additional Teacher Assistant hours according to the following schedule:

Number of Students*	Additional Teacher Assistants
61- 80	2/3 hours per week
81-100	1 hour per week
101-120	1 1/3 hours per week
121-140	1 2/3 hours per week
141+	Add 1/3 hour per week for each additional 20 students

*Number of students means the number of students enrolled in a one-hour-a-week class at the first census week. Classes meeting more than one hour per week shall multiply the teacher assistant hours times the number of hours per week that the class meets.

B. The Division Chair shall consult with the division faculty members to determine what portion of the maximum allowable teacher assistant time each instructor will use in accordance with 19.5.A above.

19.6 **PROFESSIONAL WORKLOAD:** The workload of faculty is based on a forty (40) hour work week. Distribution of the professional workload is shown below for each category of faculty position:

A. FULL-TIME INSTRUCTOR:

1. Instructional hours: 15 to 30 hours a week as specified in Section 19.2A.

2. Five (5) assigned office hours per week. Instructors teaching 23 or more hours per week shall have their assigned office hours reduced proportionately so as the combined teaching hours and office hours will not exceed 30 hours per week.

3. Campus professional activities and preparation hours shall be the difference between the total of instructional hours plus office hours and twenty-nine (29) hours per week. Campus professional activities may include but are not limited to:

   a. Committee membership,
   b. Curriculum development,
   c. Staff meetings,
   d. Student contact,
   e. Meeting administrative timelines and complete submission of required documents and reports.

4. The remainder of the forty (40) hours per week shall be used for professional job related activities at the discretion of the instructor.

5. Nothing in this Article shall preclude an instructor from fulfilling the workload obligation to the District in four days.

B. PART-TIME/HOURLY INSTRUCTOR:

1. Professional workload for part-time/hourly instructors shall be the actual instructional hours required for course(s) assigned. No office hours or campus professional activities are required.

19.7 **COUNSELORS WORKLOAD:** The professional workload shall consist of thirty (30) hours per week of assigned counseling and/or instructional hours plus ten (10) hours of professional job related activities to be used at the counselor's discretion.

A. COUNSELOR-STUDENT RATIO: The counselor-student ratio shall be one full-time counselor for every 600 to 1,000 students excluding contract and community service courses.

B. COUNSELOR ASSIGNMENTS: Counselors may be assigned to the day, evening, or a combination thereof as a regular part of their counseling duties providing that the hours assigned are consecutive.

C. CLASSROOM LOAD FORMULA: The classroom load formula shall apply to all teaching faculty including student personnel services. The categories for modes of instruction for full-time instructional faculty shall be applicable to the counseling faculty.

D. WORKYEAR: Workyear for counselor shall be 185 work days as assigned by management. Pay for the ten (10) days over 175 per year shall be paid on a pro-rata basis. The aforementioned 175 days shall be the same as for regular instructors in that counselors are full-time certificated faculty members.

19.8 LIBRARIANS AND LEARNING RESOURCES CENTER FACULTY WORKLOAD:

A. WORKWEEK: The workweek shall be thirty-five (35) hours per week plus five (5) hours of job related activities at the discretion of the librarians.

B. Librarians and Learning Resources Center personnel may be scheduled to serve during the day, evening or a combination thereof.

19.9 INSTRUCTOR/COORDINATORS:

A. WORKWEEK: The regular assignment for instructor/coordinators shall be twenty-five (25) hours plus five (5) hours of office hours plus ten (10) hours of job related activities at the discretion of the instructor/coordinator.

B. RELEASED TIME: Instructor/coordinators shall be released from a portion of their teaching duties to perform their duties as outlined in their job descriptions. The amount of released time shall be determined by management.

C. The number of work experience students assigned to a work experience instructor/coordinator shall not exceed the legal maximums. The required seminars are a part of the work experience teacher load.

19.10 **ENABLER/HANDICAPPED:** The Enabler/Handicapped Counselor and Counselor/Coordinator shall have the same workweek as the counselors except that the enabler may be assigned to more off-campus duties in place of on-campus counseling hours.

19.11 **VETERANS COORDINATOR:** The Veterans Coordinator shall have the same workweek as the counselors except that the Veterans Coordinator may be assigned to more off-campus duties in place of on-campus hours.

19.12 **EOPS COUNSELOR:** The EOPS counselor shall have the same workweek as counselors except that the EOPS counselor may be assigned to other duties and responsibilities described in the job description.

19.13 **ATHLETIC COACHES:** Athletic coaches shall make a commitment to coach for a period of ten (10) years subsequent to initial employment. Extension of the coaching assignment beyond the ten years may be done annually at the option of the employee. This section shall become operative within the 1986-87 year.

ARTICLE 20
SALARIES

20.1 **SALARY SCHEDULES**: Faculty shall be paid in accordance with provisions of this Article.

A. Full-Time Certificated Salary Schedule: See Appendix II.

B. Part-Time/Hourly Certificated Salary Schedule: See Appendix III.

C. Athletic Coaches:

Coaches who are members of the full-time P.E. faculty shall be compensated with the released coaching time of eleven hours for Head Coaches and nine hours for Assistant Coaches. Head coaches shall be compensated with three hours per week released time in their off season for the purpose of recruiting.
Coaches who are not members of the full-time P.E. faculty shall be paid as follows:

1. Head coaches -- $2,500/sport.
2. Assistant coaches -- $1,500/sport.

D. Special Assignment Compensation:

Special assignment compensation for special services rendered such as individual and group examinations shall be earned at the appropriate hourly rate on the Certificated Employees Salary Schedule.

20.2 INITIAL PLACEMENT ON THE SALARY SCHEDULE

A. Evaluation of Credits and Placement on Salary Schedule:

Salary placement credit will be allowed for degrees and credits granted by accredited institutions. Accredited institutions are those recognized by the six regional accrediting commissions, state and federal licensing agencies for specialized programs, those listed in publications showing recognized foreign higher education institutions and those institutions recognized by the California Community College Division of Credentials. The JD Degree consisting of a three-year graduate level program granted by an accredited institution will be recognized as an earned doctorate.

1. In the event that an incorrect salary placement results in an underpayment, the District will issue a supplementary warrant for the amount due the instructor. Should the incorrect salary placement result in an overpayment, the District is required to recover the full amount of such overpayment.

2. At the time of initial employment, a vocational instructor has the option of being placed either on the vocational schedule or the academic schedule.

3. Credits shall be in terms of semester units. Quarter units are multiplied by two-thirds to determine semester units. Units must be granted by an accredited institution. Units shall be upper division or graduate units except lower division units closely related to the teaching field for which approval has been granted by the Dean of Instruction and Student Services.

   a. Employees must receive a grade of "C" or better or pass/credit to receive credit.

   b. Employees must submit a grade card or transcript to the Personnel Office to verify completion of course work.

4. Transcripts and verification of experience to determine placement on the salary schedule must be submitted to the Personnel Office within three (3) months of the date of hire. If transcripts and/or verification cannot be obtained in three months, an extension may be granted by the Director of Personnel and Employee Relations.

B. Credits Before Degree:

Credit will be granted on the salary schedule for all upper division and graduate courses which were accepted by a college toward meeting the requirements of the masters' degree or an education credential taken during the last quarter or semester prior to the granting of the bachelors' degree providing the units are clearly noted as post-graduate or the applicant must present a statement from the institution to the effect that (1) the above-mentioned program was approved prior to the time the work was taken, and (2) the courses for which advanced standing credit had been approved are listed by title and number.

C. Experience Credit:

1. Full-Time Faculty - Academic Track

A. Full credit for full-time teaching in public schools and in non-public supported accredited schools will be granted for a maximum of nine (9) years. The maximum salary placement of new employees shall be step 10.

B. Credit, at a ratio of two years for one step, to a maximum of five (5) steps shall be granted for appropriate and directly related full-time occupational experience. Appropriateness of experience shall be determined by the Director of Personnel and Employee Relations.

C. In no instance shall a combination of teaching and appropriate occupational experience result in credit for more than nine (9) years of experience. The maximum salary placement for new employees shall be step 10.

2. Full-Time Faculty - Vocational Track:

   A. Full credit for full-time teaching experience plus full credit for each year of full-time work experience in his/her trade or occupation beyond five (5) years up to a maximum of nine (9) years combined teaching and/or work experience.

   B. Class placement for faculty on the vocational track is in accordance with valid vocational credential requirements and related occupational experience. Details are shown on the Salary Schedule. (Appendix II)

   C. Vocational and Technical Placement: Vocational and Technical instructors who serve with a Community College Credential with a Specialization in Vocational and Technical Teaching, Vocational Class A, or Standard Designated Subjects Credential will be placed on the Vocational Educational Salary Schedule according to the standards established by the following prerequisites. Qualifications for placement in any class may be met by fulfilling the requirements listed in any one of the categories for each class. At the time of initial employment, a vocational instructor has the option of being placed either on the vocational schedule or academic schedule. Five (5) years will be deducted from the total number of years of experience in the trade or occupation. Trade and technical instructors will be allowed full credit for work experience beyond five (5) years, up to a maximum of nine (9) years.

3. Part-Time/Hourly Faculty:

   No experience credit granted for prior experience.

D. Limited Service Credential - Placement:

Faculty serving under a limited service credential shall be placed in Class 1 of the Part-Time/Hourly Salary Schedule.

20.3 ADVANCEMENT ON THE SALARY SCHEDULES--STEP ADVANCEMENT:

A. Full-time Faculty

1. Advancement on the salary schedule after original placement shall be at the rate of one step for each year of teaching experience. If a faculty member is employed for at least 75% of the days of an academic year, he or she shall be given credit for that year's experience for salary schedule advancement purposes.

2. Two one-half years of full-time teaching experience in the District shall be credited as one step on the salary schedule. Advancement is made on an annual basis.

3. One-half year in the District combined with one-half year of qualified previous experience will be counted as a full year of experience unless the previous experience credit exceeds the maximum of nine (9) years.

B. Part-time Hourly Faculty

1. For part-time/hourly faculty, a full year of service shall be two (2) full semesters or summer sessions. Instructors teaching courses of less than a full semester in length may accumulate experience credit on a pro-rata basis.

2. Continuing education and summer session instructors shall be compensated for hours of actual instruction in accordance with the provisions of the Part-Time/Hourly Faculty Salary Schedule.

3. Concurrent service in the day, evening and summer sessions program shall be counted as one period of service with a maximum of one year of experience credit granted per academic year.

20.4 ADVANCEMENT ON THE SALARY SCHEDULES--CLASS ADVANCEMENT: Upper division and graduate credit will be accepted from accredited institutions as defined by paragraph 20.2.A.3.

A. Notice of Intention to Advance:

1. A full-time certificated employee's placement for the following academic year shall be based on his or her record as of April 1. However, a faculty member who files a Notice of Intention to advance on the salary schedule with the Personnel Office by April 1 will have until October 1 to file any material which would result in upgrading for that year. Should these additional units effect a change in a teacher's placement on the salary schedule, a revised contract will be issued.

2. Part-time/hourly faculty who qualify may advance to a higher class on the Part-Time/Hourly Salary Schedule for the next academic year providing notification of intent is provided to the Personnel Office by September 1 and if verification is presented prior to October 1.

B. Salary Increases and Placement on Salary Schedule While on Sabbatical Leave:

An employee who is granted a sabbatical leave shall receive such automatic increases in salary as would have been received had he/she remained in active service at the time of his/her return. Upon his/her return to employment, an employee who has satisfied the conditions governing the granting of his/her leave may count toward placement on the salary schedule credits earned for professional improvement during his/her leave. The leave shall be considered as time in service in the College for salary schedule purposes.

C. Advancement to Steps 17 and 22 of the Full-Time Certificated Employees' Salary Schedule:

Advancement to Step 17 requires sixteen (16) years experience with the last ten (10) years at Solano Community College. Total credit is limited to initial step placement on the salary schedule plus years of credit at Solano Community College.

Advancement to Step 22 requires twenty-one (21) years experience with the last fifteen (15) years at Solano Community College.

D. Compensation for Earned Doctorate:

Persons with an earned doctorate from an accredited institution shall be placed in Column 5 at the appropriate step of the Full-Time Certificated Employees' Salary Schedule and granted an additional stipend of $1,300. Part-time/hourly faculty with an earned doctorate will be granted an additional stipend of five percent (5%) over his/her placement in Class IV of the Part-Time/Hourly Faculty Salary Schedule.

E. Class Advancement on the Salary Schedules--Non-Traditional Activities:

The class advancement committee shall be established for the purpose of recommending to the Superintendent/President, acceptance or denial of certificated class advancement credit requests for non-traditional professional improvement.

The class advancement committee shall consist of: three (3) members representing the Association and three (3) members representing the District. The Superintendent/President shall function as a tie-breaking member. The committee shall select its own chairperson.

The following general criteria must be met.

1. All courses or other work must be deemed as improving skills or knowledge directly related to the staff member's teaching discipline. Documentation may be required to substantiate the relationship. In the event a faculty member is uncertain whether or not the proposed professional improvement activity meets this criteria, prior approval is recommended.

2. Credit may be granted for appropriate activities performed during a sabbatical leave.

3. The committee will ascertain the number of professional growth credits according to the criteria for the areas listed below:

    a. Non-credit courses offering CEU credit--1/2 unit for each 10 hours of course work.

    b. Adult Education--1 unit for each 36 hours of course work.

c. Lower Division Credit Courses--1 unit for each unit of earned credit. Prior approval of committee is required for all work in this category.

d. Workshops/Seminars--1 unit for each 36 hours of a workshop or seminar that does not carry CEU's.

e. Professional Experience--1 unit for each 60 hours of new experience directly related to the teaching discipline. Prior approval of the committee is required for all work in this category. Maximum 6 units per column advancement.

f. Publications (12 unit maximum in this category):

1. 1 unit per article in professional journal.
2. 3-6 units per book published (not at author's expense).

20.5 **1986-87 SALARY SCHEDULE:** The salary schedules for full and part-time faculty shall be increased by five percent (5%) effective August 1, 1986 with an additional one percent (1%) to be placed on the schedule August 1, 1986 resulting from agreement by the Association to withdraw the 1984-85 contingency grievance. This agreement on the 1986-87 salary schedule equals a six percent (6%) increase over the prior year's schedule.

In the event the District's ending balance for the 1986-87 year exceeds $400,000, the Association shall receive 100% of the excess amount. The total amount awarded shall not exceed the cost of a 2.5% salary increase from the 1986-87 certificated salary schedule. The increase will be an initial one-time only off-the-schedule payment not to exceed a maximum payment of 1.5% based on the 1986-87 certificated salary schedule effective August 1, 1986. If funds remain within the restrictions of this contingency agreement, an additional maximum of 1% will be placed on the 1986-87 certificated salary schedule effective August 1, 1986. The district will review and negotiate with the Association in advance of Board review for any proposed expenditures in excess of $10,000 not originally in the adopted budget, excluding emergency expenditures as defined by policy, the Governing Board contingency reserve of $300,000 and increases to the budget in categorical funds and other restricted funds. The ending balance shall exclude all non-cash items, prepaid expenses, stores inventory, the Revolving Cash Fund, and the balance remaining in any grant, gift, categorically funded project and/or donation, the funds which come from sources external to the District and said source of funds are restricted as a condition of their receipt by statute, regulation or written conditions.

20.6 **FINANCIAL REPORT:** The Dean of Administrative and Business Services will make available a written financial report to the Association by the third Monday of each month, current to the end of the previous month. The first report will be given for the month of September (reported on the third Monday of October) and ending with the month of May (reported on the third Monday of June). The Dean will meet and discuss each report with an Association representative. Additional reports will be available at the close of the year, as presented to the Governing Board. Additional information will be available for inspection by the Association in the Business Office. Such information will be print-outs, source documents for transactions, and fiscal bulletins from the Chancellor's Office.

ARTICLE 21
HEALTH AND WELFARE BENEFITS

21.1 The District shall provide all faculty members, with more than a sixty percent (60%) load, and their dependents with full health and welfare benefits as follows:

A. Health Insurance: Blue Cross or Kaiser Permanente, health insurance plans now in effect.

B. Dental Insurance: Delta Dental Service, dental care plan now in effect.

C. Vision Care: Vision Service Plan A-10 ($10 deductible), enrollment to commence immediately upon the acceptance of this Agreement.

The District shall pay all premiums and premium increases for the above mentioned plans during the life of this contract for full-time employees working 100% workload.

21.2 As of July 1, 1986 all full-time employees who work more than 60% but less than 100% shall pay a prorata share of the premium cost of their Health and Welfare Benefits (i.e.; These 60%+ workload employees shall be eligible for the same benefits, at the direct prorated costs, of a full-time employee.) Faculty on a reduced workload with full retirement credit, Article 10.3., shall receive full insurance coverage as specified in Section 10.3.B.

21.3 Faculty members who are absent due to illness and who have exhausted their accumulated sick leave and extended illness leave shall continue to receive full insurance coverage to be paid by the faculty member for that period of illness not to exceed twelve (12) months following the exhaustion of said sick leave. Faculty members on approved leaves of absence without pay shall continue to receive full District provided health and welfare benefits as prescribed in Article 14.11.C. subject to the provisions of the contracts of the carriers.

21.4 VOLUNTARY ELIGIBILITY REDUCTION OF HEATLH INSURANCE COVERAGE: A certificated staff member who voluntarily reduces his/her health insurance coverage (other than by losing eligibility as defined by the plan) or has dual coverage for health insurance, may convert (upon satisfaction of eligibility* for dual coverage requests) half of the District's health insurance contribution up to a maximum of $600 in the form of a District paid IRC 409(b)(7) Mutual Fund Custodial Account or any other tax-sheltered annuity plan of their choice. Continuing participation or reinstatement in any plan is subject to the eligibility criteria of the carriers and the Joint Powers Authorities (JPA), if any.

The faculty member must submit a medical benefit waiver request to the District to determine eligibility. Eligibility is satisfied upon submission of the request and proof of dual coverage.

21.5 The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement. Any faculty member, who has been eligible for health and welfare benefits under this Agreement, whose employment is terminated either by the employee or the District for reasons other than retirement shall continue to receive health, dental, and vision care for a period not to exceed six (6) months, provided premiums are paid in advance monthly subject to provisions of the contracts of the carriers and the Joint Powers Authorities (JPA), if any.

21.6 **SAFETY AND HEALTH:** The District shall provide and maintain facilities, equipment, and a general educational environment which does not endanger the health or safety of faculty members. Faculty members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well-being as determined by Cal OSHA standards. Faculty members shall report to their immediate supervisors any unsafe working conditions.

21.7 **RETIRED EMPLOYEES:** The District shall annually select a one month period during which any retired faculty member and his/her spouse may enroll in the health and dental plans available to certificated employees, provided he/she pays premiums in advance monthly. Such participation in the medical and dental plans shall be subject to the rules and regulations of the contracts with the health and dental plan organizations, including the Joint Powers Authorities (JPA), if any.

ARTICLE 22
PROFESSIONAL FEES

22.1 **MAINTENANCE OF MEMBERSHIP:** Employees who are members of the SCCTA/CTA/NEA at the time of the signing of this Contract or who choose to join the Association during the term of this Contract shall be required to continue said membership for the term of the Contract as a condition of employment. The District shall immediately terminate any employee failing to meet the provision of this section upon written request from SCCTA/CTA/NEA that this clause has been violated.

22.2 **DUES PAYROLL DEDUCTION:** The District will deduct SCCTA/CTA/NEA Unified Membership dues for each employee in the unit who authorizes such monthly payroll deduction on the District approved form.

A. All SCCTA/CTA/NEA dues money deducted each month will be transmitted to the Association Treasurer.

B. Upon appropriate written authorization, the District will deduct from the salary of any faculty member for other programs jointly approved by the Association and the District.

22.3 **OTHER DEDUCTIONS:** Upon appropriate written authorization, the District shall deduct from the salary of any faculty member requested remittances for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.

ARTICLE 23
ACADEMIC CALENDAR AND HOLIDAYS

23.1 **CALENDAR:** The calendar shall be negotiated as a part of this contract.

23.2 **FLEXIBLE CALENDAR:** Of the 175 contract days, full-time faculty shall have service days as follows: 165 teaching days and ten (10) flexible days for instructional improvement. Full-time certificated faculty shall be required to participate in five (5) days of planning, information sharing, and orientation which will be scheduled in as close proximity as possible to the start of each semester. The ten (10) days will be divided as follows:

A. one (1) day "all school/division/area" meetings prior to the beginning of Fall semester;

B. one (1) day of "all school/division/area" meetings prior to the beginning of Spring semester;

C. three (3) designated on-campus days for planning, information sharing, orientation or other designated activities;

D. five (5) additional days for on-campus or off-campus activities as specified in individual contracts;

E. The number of hours that comprise a flexible time day for full-time faculty will be computed by dividing the number of hours in the weekly professional workload (as described in Article 19.6 through 19.13) by five (5) days;

F. Part-time faculty may participate in on-campus in-service activities for a number of hours equal to their weekly assigned hours and will be reimbursed for their participation at their hourly rate of pay.

23.3 **FLEXIBLE TIME ACTIVITIES:** Each full-time faculty member will sign an agreement indicating the activities and/or project and dates that he/she will perform to meet the flexible time requirement in 23.2.A through 23.2.D. If a full-time faculty member elects to do an individual projct, a time line including specific dates for the project completion and agreed upon documention of the project will be included in the agreement. Activities may include specific in-service days and/or individual faculty projects as designated in 23.2.D. and may be completed anytime from July 1 through June 30 of a given year. Documentation of attendance on in-service days and of individual faculty projects must be completed no later than June 30 of a given year.

23.4 **COLLEGE HOLIDAYS:**

Labor Day
Veteran's Day
Thanksgiving Day
Friday immediately following Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Jr. Day
Abraham Lincoln's Birthday

President's Day
Memorial Day
Independence Day

23.5 **OBSERVANCE OF HOLIDAYS**: Holidays shall be observed on the date established by law and by Governing Board designation. If a designated holiday falls on a Saturday, the Friday preceding said day shall be considered the legal holiday. If a designated holiday falls on Sunday, the Monday following said day shall be considered the legal holiday.

ARTICLE 24
TRAVEL/CONFERENCES

24.1 **REIMBURSEMENT**: Faculty members shall be entitled to reimbursement for approved travel related to conferences, field trips and other District-related activities. Approval must be granted by the immediate supervisor prior to any trip.

24.2 **AUTOMOBILE EXPENSES**: If the faculty member uses his or her own vehicle, the District shall provide reimbursement for such use at the rate of twenty-two cents ($.22) per mile, plus tolls and parking.

24.3 **WORKERS' COMPENSATION INSURANCE**: Faculty members shall be covered under Workers' Compensation Insurance in the event of accident or injury.

ARTICLE 25
MAINTENANCE OF CONDITIONS

The District will make no change on any matter within the scope of representation covered by Board policy or practice and not covered by the Agreement, without first notifying the Association formally of any contemplated change and offering to meet and negotiate on the matter.

ARTICLE 26
SEVERABILITY AND SAVINGS CLAUSES

26.1 **INVALIDITY OF PART OF AGREEMENT**: If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

26.2 **REPLACEMENT OF INVALID PART OF AGREEMENT**: In the event that any provision or appendix hereof is held invalid or enforcement of or compliance therewith is restrained, as above set forth, the parties affected thereby shall enter into collective bargaining negotiations on the request of the Association and/or the District for the purpose of arriving at a mutually satisfactory equal replacement for such provision or appendix.

APPENDIX I

GUIDELINES FOR ADMINISTERING
STUDENT EVALUATION OF INSTRUCTOR

PURPOSE

The purpose of evaluation is to maintain and improve the quality of instruction. Evaluation is an ongoing process which focuses on the professional performance of the instructor. Director supervisorial evaluation and student evaluation are required components (CTA Contract Article 4.2A) of the evaluation process; however, peer and self-evaluation may be included at the discretion of the instructor (CTA Contract Article 4.2 B).

PROCEDURES FOR ADMINISTERING THE SURVEY

The survey shall be given at a time between one third and two thirds into the semester. It is the mutual responsibility of the instructor and the division chair to select the classes that will be surveyed (CTA Contract Article 4.2 A.2). The date and the time to administer the survey shall then be determined by the instructor.

The division chair shall provide a packet including the survey and the answer sheets. In order to insure the privacy of the results of the survey, the answer sheets will be coded so that only the division chair will be able to identify the instructor and the course to which the sheets belong.

Divisions may add items to the evaluation form in order to include specific questions that relate to those divisions. Items 31 - 35 will be developed by instructors within divisions and approved by a majority of division members. Divisions may wish to develop a bank of approved questions from which instructors may choose a maximum of five.

The instructor shall designate a student from her/his class to administer the survey. While the survey is given, the instructor will leave the room. The student will read a standard statement to the class and will give the questionnaires to the students. After the survey has been completed, the answer sheets will be placed in an envelope which will then be sealed. There will be a special box on campus in which the designated student will deposit the envelope. From this box, the envelope will go to the Assessment Center. With off-campus classes, the student will collect the answer sheets and mail them directly to the Assessment Center on the same evening.

After the answer sheets have been tabulated by the Assessment Center staff, they are returned to the immediate supervisor. A typewritten copy of the student's comments and the results of the survey will be given to the instructor and the originals will be maintained by the division chair for a period no longer than three years.

The evaluation instrument and the evaluation process shall be reviewed after two semesters. They will be reviewed in the Spring of 86 so that any necessary changes may be implemented in the Fall of 86.

SOLANO COMMUNITY COLLEGE

DIRECTIONS FOR STUDENT ADMINISTRATION OF SURVEY

Thank you for your assistance in administering the survey.

Please do the following:

1. Write the 6 digit evaluation code on the board. This number is to be written on the upper right hand corner on the inside flap of the large envelope.

2. Give each student:

    a. survey form
    b. answer sheet
    c. pencil

3. Read this statement to the class:

    "Enter the evaluation code in the boxes next to the shaded area on your answer sheet, then mark the correct bubble next to each box." (Allow time for students to enter and mark code.)

    "This instructor evaluation form gives you the opportunity to express your opinions of this course and the way it is being taught. The statements included are qualities and/or methods important to good teaching. Your written comments will be typed so that your handwriting will not be identifiable. Your responses will be placed in a sealed envelope to insure that all information is kept confidential. Furthermore, the answer sheets are coded so that only the instructor's supervisor can identify the instructor to whom the forms belong. Read each item carefully and decide how you would rate this instructor and/or course. Please do not write your name or the instructor's name on the answer sheet."

4. After students have finished, collect the materials. Place completed answer sheets and survey forms in the large envelope. Place the pencils in the small envelope.

5. Seal the large envelope.

6. For on-campus classes, deliver the envelope to the main entrance of Building 100 (west side) and drop in the Book Depository on the left side of the door.

    For off-campus classes mail the envelope to the Assessment Center on the same evening.

Revised 10/22/86
ELM:cc

SOLANO COMMUNITY COLLEGE
STUDENT EVALUATION OF INSTRUCTOR

This survey lets you express how you feel about your instructor and this course. The responses will be given only to the instructor and her/his supervisor.

PLEASE DON'T WRITE YOUR NAME OR THE INTRUCTOR'S NAME ON THE ANSWER SHEET. Thank you for providing this information.

On the answer sheet please mark your responses to each item and write your comments in the space provided.

INFORMATION ABOUT THE INSTRUCTOR AND THE COURSE

Mark items number 1 to 20 using the following scale:

A = Strongly agree
B = Agree
C = Don't know
D = Disagree
E = Strongly disagree

Do not mark responses to items which do not apply to this course.

1. The instructor shows that she/he is sensitive to the feelings and needs of the students.
2. The instructor is well prepared for lectures, discussions and/or labs.
3. The instructor has adequate knowledge of the course material.
4. The instructor shows confidence during the class.
5. The instructor keeps the lecture(s) and/or class discussion(s) focused on the subject of the course.
6. The instructor tries to find out if the students understand the material presented.
7. The instructor's method of presenting material makes her/his teaching effective.
8. The instructor uses clear and appropriate examples to explain new material.
9. The instructor encourages students to ask quetions, disagree or express their own ideas.
10. The instructor is intellectually stimulating (thought provoking or causes students to do additional studying on their own).
11. The instructor shows enthusiasm and interest in teaching the course.
12. The instructor is generally available to students outside of class during scheduled office hours and appointments.
13. The instructor treats students fairly regardless of sex, age, ethnic background or physical condition.
14. The instructor gives adequate instructions concerning assignments.
15. The instructor begins most class sessions on time.
16. The instructor is present during most or all of the scheduled class meeting.
17. The purposes of this course (the concepts, facts or skills presented) have been made clear to the students.
18. The out-of-class assignments are directly related to the purposes of this course.
19. The tests and assignments are graded and returned within reasonable time.
20. The way the performance of the students is evaluated in this course is fair and related to the purposes of the course.

STUDENT INFORMATION
For items 21 to 31 choose the most correct response for each item.

21. For my ability and preparation, the material was presented
    A) Too fast B) Fast C) About right D) Slow E) Too slow
22. Assuming a standard of two hours of outside preparation for each hour of class, the work required for this course is:
    A)Excessive B)High C)About right D)Low E)Insignificant
23. I have met with the instructor outside of class to discuss the course:
    A) Many times B) A few times C) Never, it was not necessary
    D) Never, the instructor was not available E)Never, I didn't attempt
24. I have been absent from class:
    A) Never B) Once or twice C) 3 or 4 times D) 5 to 9 times
    E) 10 times or more
25. I would recommend this instructor to my friends as:
    A) One of the best B) Above average C) Average D) Below average
    E) Far below average
26. Compared with what I expected to get from this course, I feel that I am getting:
    A) Far more than I expected B) More than I expected C) What I expected
    D) Less than I expected E) Far less than I expected

ADDITIONAL STUDENT INFORMATION

27. By the end of this semester, I will have completed the following college units:
    A) 0 - 15 B) 16 - 30 C) 31 - 45 D) 46 - 60 E) 60 +
28. My overall grade point average for college courses completed is: (leave blank if you have not completed any college courses or if you don't know your grade point average)
    A) 3.5-4.0 B) 3.0-3.4 C) 2.5-2.9 D) 2.0-2.4 E) 0-1.9
29. My final grade in this course will probably be:
    A) A B) B C) C D) D or F E) Don't know
30. I took this course to satisfy
    A) Major or certificate requirements B) Transfer requirements
    C) General Education requirements D) Electives
    D) I'm not sure

31.
32.
33.
34.
35.

PLEASE NOTE THESE SPECIAL INSTRUCTIONS FOR COMMENTS SECTION OF ANSWER SHEET

Many instructors have indicated that written comments help them understand better the responses to the multiple-choice items, and that the written comments frequently contain very helpful and constructive recommendations.

Please take the time and effort to:
    a) Explain or elaborate on your responses.
    b) Suggest ways in which the instructor can improve her/his teaching.
    c) Suggest ways in which the course can be improved.
    d) **Please don't write your name or the instructor's name on the answer sheet.**

2/20/85

SOLANO COUNTY COMMUNITY COLLEGE DISTRICT

APPENDIX II

Certificated Salary Schedule
1986-87 School Year

Step	Class 1	Class 2	Class 3	Class 4	Class 5
	Credential	BA + 30 or MA	BA + 60 MA + 24 BA + 48/MA	BA + 90 MA + 48 BA + 72/MA	Earned Doctorate MA + 72 BA + 96/MA
1	$21,708	$23,181	$24,717	$26,217	$27,732
2	22,725	24,204	25,740	27,246	28,764
3	23,739	25,224	26,766	28,278	29,799
4	24,756	26,244	27,792	29,307	30,831
5	25,773	27,264	28,818	30,336	31,866
6	26,790	28,284	29,841	31,365	32,901
7	27,807	29,307	30,867	32,397	33,936
8	28,824	30,327	31,893	33,426	34,971
9		31,347	32,919	34,455	36,003
10		32,370	33,945	35,484	37,038
11		33,390	34,971	36 513	38,073
12		34,410	35,994	37,545	39,108
13			37,020	38,574	40,140
14				38,574	40,140
15				38,574	40,140
16				38,574	40,140
17*				39,693	41,265
18*					41,265
19*					41,265
20*					41,265
21*					41,265
22**					42,393

- * Sixteen years of experience required with last ten years at Solano College.
- ** Twenty-one years of experience required with last fifteen years at Solano College.
- Earned doctorate: Placement in Class 5 and granted an additional $1,300 stipend.
- Work year: Counselors - 185 workdays; Instructors - 175 workdays.
- Salary schedule is based on 175 workdays.

sld
Board Approved 10/1/86
Effective 8/1/86
6.00%

Vocational and Technical Instructors who serve with a Community College Credential with a Specialization in Vocational and Technical Teaching, Vocational Class A, or Standard Designated Subjects Credential will be placed on the Vocational Educational Salary Schedule according to the standards established by the following prerequisites. Qualifications for placement in any class may be met by fulfilling the requirements listed in any one of the categories for each class. At the time of initial employment, a vocational instructor has the option of being placed either on the vocational schedule or academic schedule. Five (5) years will be deducted from the total number of years of experience in the trade or occupation. Trade and technical instructors will be allowed full credit for work experience beyond five years, up to a maximum of nine years.

CLASS 1

COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL (Partial Fulfillment) - high school diploma without Core I and II, and 6 years of occupational experience.

CLASS 2

COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL (Fully Satisfied) - high school diploma, 24 units of college work as described in credential regulations and 6 years occupational experience

OR

COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL (Partial Fulfillment) - A.A. degree or 60 college units, plus 4 years occupational experience

OR

COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL (Partial Fulfillment) - B.A. degree plus 2 years occupational experience

OR

LONG-TERM VOCATIONAL CLASS A CREDENTIAL

OR

STANDARD DESIGNATED SUBJECTS CREDENTIAL (Life) plus 8 college units

CLASS 3

COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL (Fully satisfied) - A.A. degree plus 4 years occupational experience and Core I and II

OR

COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL (Fully Satisfied) - B.A. degree and 2 years occupational experience

CLASS 3 (cont)

COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL (Fully Satisfied) - B.A. degree and 2 years occupational experience

OR

LONG-TERM VOCATIONAL CLASS A CREDENTIAL with 60 units including Core I and II

OR

STANDARD DESIGNATED SUBJECTS CREDENTIAL (Life) with 60 units including Core I and II

CLASS 4

COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL (Fully Satisfied) - M.A. degree with 2 years occupational experience

OR

COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL (Fully Satisfied) - B.A. degree plus 15 units with 2 years occupational experience and Core I and II

OR

STANDARD DESIGNATED SUBJECTS CREDENTIAL (Life) or CLASS A CREDENTIAL with a B.A. degree plus 15 units

CLASS 5

COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL (Fully Satisfied) - B.A. degree plus 48 units with M.A. or M.A. plus 24 units

OR

STANDARD DESIGNATED SUBJECTS CREDENTIAL (Life) or CLASS A CREDENTIAL with a M.A. degree plus 24 units or B.A. degree plus 48 units with M.A.

SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
Part-time/Hourly Faculty Salary Schedule
1986-87 School Year

APPENDIX III

(Class 2 - 5 requires minimum of Instructor Credential)

Step	CREDENTIAL BA + 30 OR MA CLASS 1	BA + 60 MA + 24 BA + 48/MA CLASS 2	BA + 90 MA + 43 BA + 72/MA CLASS 3	MA + 72 BA + 96/MA CLASS 4	Earned Doctorate CLASS 5*
1	$22.73	$24.27	$25.76	$27.27	$28.63
2	23.75	25.30	26.79	28.31	29.72
3	24.77	26.30	27.81	29.33	30.80
4	25.79	27.33	28.84	30.36	31.89
5	26.82	28.36	29.86	31.41	32.98

* Class 5 is based on 5 percent of Class 4.

- Class placement on the salary schedule is based on educational preparation.
- Advancement to a higher class must be filed in the personnel office prior to October 1 of each academic year.
- Faculty serving under a limited service credential shall be placed in Class 1.
- No experience credit is granted for prior experience upon initial employment.
- Concurrent service in the day and continuing education and summer session programs shall be counted as one period of service with a maximum of one year experience credit granted per academic year.
- A full year of service shall be two full semesters or summer sessions. Instructors teaching courses of less than a full semester in length may accumulate experience credit on a prorata basis.

sld
Board adopted 10/1/86
Effective 8/1/36
6.00%

GRIEVANCE FORM
SOLANO COLLEGE TEACHERS' ASSOCIATION

Name____________________________ Position______________________
(Instructor, Counselor, etc.)

Job Site____________________ Date of Alleged Grievance____________

Date of this Grievance__________ Immediate Supervisor________________

Statement of Grievance (Include specific Article and Section of the Contract alleged to be violated)

Remedy Sought____

Level 1. Immediate Supervisor: Date____________ Result.______________

Signature__________________________ (Immediate Supervisor) Date_______

Level 2. College President: Date____________ Result:_________________

Signature__________________________ (President) Date_________________

Step 3. Referral to Binding Arbitration Date______________

The Association appeals the Level 2 decision on behalf of ________________, and hereby submits the grievance to binding arbitration.

____
Authorized Representative
Solano College Teachers' Association

____
Date

FRESNO CC, CA - 001307
KINGS RIVER CC, CA - 001308

AGREEMENT

FOR

FISCAL YEARS 1986-87, 1987-88, 1988-89

BETWEEN

STATE CENTER COMMUNITY COLLEGE DISTRICT

AND

STATE CENTER FEDERATION OF TEACHERS
LOCAL 1533, CFT/AFT, AFL-CIO

2yr

AGREEMENT

FOR

FISCAL YEARS 1986-87, 1987-88, 1988-89

BETWEEN

STATE CENTER COMMUNITY COLLEGE DISTRICT

AND

STATE CENTER FEDERATION OF TEACHERS
LOCAL 1533, CFT/AFT, AFL-CIO

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ARTICLE I
TERM OF AGREEMENT

This Agreement between the State Center Community College District (hereinafter referred to as "District") and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (hereinafter referred to as the "Federation") is effective upon ratification, and shall remain in full force and effect through June 30, 1989.

ARTICLE II
RECOGNITION

The District recognizes the Federation as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case Number S-R-555, as amended, effective May 26, 1981.

ARTICLE III
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that District practices, procedures, and policies shall be amended within a reasonable time in accordance with the terms and conditions of this Agreement.

ARTICLE IV
SUPPORT OF AGREEMENT

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which the Federation is the exclusive representative and which is within its scope of representation, nor will the District attempt to negotiate privately or individually with the members of the bargaining unit or any person not officially designated by the Federation as its representative.

The Federation agrees to negotiate only with the representatives officially designated by the District to act on its behalf and agrees neither the Federation, its members, or agents, will attempt to negotiate privately or individually with the Board, an individual Board member, or any person not officially designated by the Board as its representative.

ARTICLE V
WAIVER OF BARGAINING

Section 1. WAIVER:

A. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. Except as otherwise provided in this Agreement, the District and the Federation expressly waive and relinquish the right to bargain collectively on any matter:

(1) Whether or not specifically referred to or covered in this Agreement;

(2) Even though not within the knowledge or contemplation of either party at the time of negotiations;

(3) Even though during negotiations the matters were proposed and later withdrawn.

Section 2: BEGINNING NEGOTIATIONS

Negotiations for the 1989/90 contract shall begin following the second regular Board meeting after the Federation presents its initial proposal to the Board of Trustees. The Federation shall present its proposal at a regularly scheduled meeting of the Board. Neither party shall be obligated, except by mutual agreement to negotiate over any subject during the 1986/87 or 1987/88 school years.

Section 3.

The District and Federation agree that each party may reopen up to four (4) contract articles for fiscal year 1988-1989.

ARTICLE VI
SEPARABILITY AND SAVINGS

If any provision of this Agreement to any unit member or group of members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Any such provision held invalid or inoperative shall be renegotiated upon written request of either party to this Agreement.

ARTICLE VII
MAINTENANCE OF OPERATIONS

The Federation agrees that neither the Federation, nor any person officially acting in its behalf, will cause, authorize, engage in, sanction, or, take part in a strike, a concerted failure to report for duty, or other similar action against the District. In consideration thereof, the District agrees there shall be no lockout of unit members.

ARTICLE VIII
PAST PRACTICES

The District is not bound by any past practices of the District or understandings with any employee unless such past practices or understandings are specifically stated in this agreement.

ARTICLE IX
FEDERATION RIGHTS

Section 1. PUBLIC INFORMATION:

The Federation shall be provided with materials and data that are available to the public.

Section 2. BOARD POLICIES/ ADMINISTRATIVE REGULATIONS:

The District shall provide the Federation with one (1) book of State Center Community College District Policies and Regulations. During the term of this Agreement, the District shall provide copies to the Federation of any changes, additions, alterations, or deletions to this book.

Section 3. BOARD MINUTES:

The District shall furnish the Federation with one (1) copy of all official Board agendas "packet," excluding all confidential information or materials as defined by applicable law.

Section 4. EMPLOYEE LISTS:

The District shall provide the Federation with the names, college location addresses, and telephone numbers of unit members at intervals not to exceed once per fiscal year upon the Federation's written request. Additional new hired unit members' names, college locations, and telephone numbers shall be furnished as hired during the fiscal year.

Section 5. FEDERATION OFFICIALS:

The Federation shall furnish annually, and update as required, a list of all officials and representatives authorized to act on the Federation's behalf. The list shall show the name and the title of these officials. The District is obligated to recognize or allow access to any work location by any Federation official or representative when they appear on the official list submitted.

Authorized Federation officials and representatives shall be allowed work location access to unit members only when unit members are not engaged in classroom or other assigned responsibilities.

Section 6. MAILBOX USAGE:

Duly authorized communications may be placed by the Federation in the mailboxes of unit members. Such communications must be dated and bear Federation identification as the distributor.

Section 7. BULLETIN BOARD USAGE:

Duly authorized communications may be placed by the Federation on the bulletin boards of each college. Such communications must be dated and bear Federation identification as the distributor. Reasonable space and time limitations may be invoked by the District when necessary.

Section 8. EQUIPMENT USAGE:

The Federation shall pay for its own supplies whenever the use of District equipment is approved for producing Federation materials. The Federation shall pay a reasonable fee for such use. The fee shall be set by the college administration and shall represent the cost to the District, including staff time and maintenance. The District requirements shall, at all times, have priority over that of the Federation.

Section 9. FACILITIES USAGE:

Upon advance request, and with approval, the Federation will be granted the use of facilities, depending upon availability of space.

Section 10. POSTAGE MACHINE:

The Federation shall not be granted the use of the District postage machine.

Section 11. TELEPHONE USAGE:

The Federation shall not cause any long distance telephone or any other charges to be billed to the District.

Section 12. DUES DEDUCTIONS:

The District will deduct from the pay of each unit member and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized, in writing, by the member on the District-approved form, subject to the following:

A. The District agrees to deduct dues in uniform amounts from all eligible Federation members within the unit recognized and enumerated in Exhibit "A" who have signed an authorization card for such deduction in a form approved by the District, subject to the following conditions:

    (1) Such deduction shall be made only upon the submission on a District-approved form of a duly-executed and revocable authorization by the unit member;

    (2) The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month;

    (3) Unit members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing;

    (4) Dues shall be deducted from warrants for each month of the twelve (12) month fiscal year.

ARTICLE IX (continued)

B. The Federation agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsever, and against any claim or suit instituted against the District arising from its collection and deduction of Federation dues.

Section 13. FEDERATION/DISTRICT CONSULTATION:

The parties agree that communication involving employer-employee relations, may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party shall, within five (5) work days, notify the requesting party of agreement as requested or at another date, time or place mutually agreed upon to the meeting. Meetings shall be held during Federation members' nonworking hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to by-pass the Grievance Procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

Definition:

Consult shall mean that the District or Federation shall seek advice, opinions, and/or information from the other party regarding items listed above. The District will give the Federation reasonable time to consider such items.

Section 14. FEDERATION ADVISEMENT:

A. The Federation has the right to consult on the definition of educational objectives,and institutional direction or purpose, the determination of the content of courses and curriculum.

B. To provide for the consultation process, the following channels may be used:

   (1) The Federation shall have the right to add a representative to the following committees:

      (a) Educational Coordinating and Planning (ECPC);

      (b) Affirmative Action;

      (c) Curriculum and Instruction.

(2) The Federation/District Consultation Committee (Article IX, Section 13) may be used by either party to discuss the subject areas covered under Section 14, "A" of this article.

(3) Other committees to which appointments by the Federation can be made shall be determined only through mutual agreement between the Federation and the college president.

Section 15. RELEASED TIME:

A maximum of seven (7) authorized unit members of the Federation Bargaining Committee shall be released from their regular work duties, with pay, if negotiation meetings with management are scheduled during the working hours of the unit members involved.

The chairperson of the Federation Grievance Committee at Fresno City College and the chairperson of the Federation Grievance Committee at Kings River Community College shall be released from their regular work duties, with pay, if grievance resolution meetings are scheduled with management during the working hours of the chairperson involved.

The District may, where required, provide substitutes for such classes as may be missed by these seven (7) unit members.

Released Time for Federation Officers

The District agrees to provide the Federation released time of the equivalent of two (2) FTE for the conduct of Federation activities. Such released time shall be agreed to and scheduled prior to the beginning of each semester as to:

A. A unit member may be released one (1) FTE per year except in cases where the college president determines that such release would have a significant adverse impact upon a college program. Any unit member designated by the Federation shall be released up to one-half (1/2) FTE.

B. Such allocation shall be based on whole courses and shall not be granted to more than four (4) members.

C. Such two (2) FTE released time shall be calculated based on the District load policy.

D. All such released time shall be reimbursed to the District by the Federation based upon Salary Schedule C, Class IV, Step 6.

E. The District agrees to grant to the Federation Executive Committee released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment shall be made for travel, rooms, meals or related expenses.

   (1) Such released time shall be requested, whenever possible, two (2) weeks or more in advance of such conference or seminar;

   (2) Such released time cumulatively shall not exceed one hundred and fifty (150) teaching hours during any fiscal year, and no one member shall exceed one-fifth of the total days.

   (3) All such released time shall be reimbursed to the District by the Federation based upon Governing Board Policies, Salary Schedule C, Class IV. Step 6.

F. The cost of the two (2) FTE and the 150 teaching hours shall be deducted from the Federation monthly dues payments by the District each month as used.

A reasonable number, not exceeding five (5) members within the District of the Grievance Committee, shall be released from their regular work duties with pay, when assisting members in grievance resolution meetings which are scheduled with management during the working hours of the Grievance Committee member involved.

This section shall be effective July 1, 1981.

ARTICLE X
MANAGEMENT RIGHTS

Section 1.

The Federation recognizes and agrees that the exercise of the express and implied legal powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Section 2.

The Federation recognizes and agrees that the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency. An "emergency" is considered an Act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with the Federation. The Federation agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.

Section 3.

The District agrees that in regard to a declared emergency and decisions made therein, that the Federation shall have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article XVI.

ARTICLE XI - A
NONDISCRIMINATION

The Board and the Federation agree to comply with all pertinent provisions of Title VII and Title IX of the United States 1964 Civil Rights Act, as amended in 1972. The Board and the Federation agree expressly not to discriminate against any faculty member or prospective faculty member on the basis of race, color, creed, national origin, religion, sex, age, political affiliations, marital status, or physical handicap

ARTICLE XI - B
SAFETY

The District shall provide a safe educational environment in accordance with the California Occupational Safety and Health Regulations.

ARTICLE XII
HOURS, WORKLOAD, CLASS SIZE

Section 1. DISTRICT POLICY:

District policy, practices, and regulations in respect to class size, hours, and workload not specifically modified herein, shall not be changed by the District without agreement with the Federation.

Section 2. NEW PRACTICES:

New practices within the scope of bargaining shall not be initiated which are inconsistent with present District policy, practices, and regulations, or with this Agreement.

Section 3. LECTURE HOUR EQUIVALENTS:

Lecture hour equivalent (LHE) value for lecture classes shall be as follows (to be computed on the first (1st) census week enrollment):

Number of Students	Lecture Hour Equivalents
50 or less	1.0
51 - 65	1.2
66 - 85	1.4
86 - 110	1.6
111 - 140	1.8
141 - 175	2.0
176 - 215	2.2
216 - 260	2.4
261 + 310	2.6

The above figures apply to laboratory classes, except that the L.H.E. figures will be multiplied by seven-tenths (.7).

By mutual agreement between the instructor and the dean of instruction, adjustments in teacher workload based on the application of the above formula which would normally dictate the changing of an instructor of a class shall not be made until the following semester. By mutual agreement between the instructor and the dean of instruction, factors for lecture hour equivalents for lecture classes may be established by using the number which is the arithmetic mean of the number of students in all classes of the contract load for the instructor, computed on the first (1st) census week enrollment.

The first (1st) census week enrollment reflects all new registrations, additions, and drops that are returned to the admissions and records offices by the end of the Friday that precedes Monday of the first (1st) census week; this Friday could be the thirteenth (13th), fourteenth (14th) or fifteenth (15th) day of the semester.

Section 4. WORK WEEK:

All unit members are required to perform contractual services forty (40) hours per week.

All full-time contract instructors shall be assigned the equivalent of 14-16 lecture hours per week. This range may be extended to 12-18 in individual instances by mutual agreement. Teaching loads shall be balanced over a two (2) semester period to achieve the equivalent of 29-31 lecture hours per year.

Regular contract teaching assignments shall be scheduled within a daily span of time of nine hours or less. If deemed appropriate by management, exceptions may be allowed when the cancelling of a course(s) in an instructor's assignment makes lengthening the span necessary to provide a full load. All other exceptions may be made only by agreement of the instructor.

Section 5. OFFICE HOURS:

Office hours shall be sufficient in number so that when office hours are combined with class hours an instructor shall have a total of at least twenty (20) hours weekly with three (3) office hours weekly to be considered a minimum requirement. All office hours shall be posted conspicuously for students.

At least one office hour shall be scheduled by unit members on days when they do not have classes scheduled. Said office hour may be rescheduled to another day under the following circumstances:

1. For unit member to perform assignment-related work off-campus.
2. For unit member to participate in professional development.
3. For unit member to develop curriculum.
4. For unit member to engage in college related activity with students currently enrolled in one of his/her classes.

The instructor shall, not later than the day prior, inform his/her immediate supervisor of need to reschedule the office hour and publish the rescheduled office hour conspicuously for students.

The instructor is responsible for attending meetings including all meetings called by administration, curriculum, department, faculty, or committee on non-teaching days.

The instructor may not reschedule an office hour during a week when students specify a need for his/her office hour assistance on a non-teaching day.

The rescheduling of an office hour may not exceed more than one (1) day in any two (2) successive week period. Exceptions warranted by special circumstances may be authorized by the college president or the unit member's immediate supervisor.

Section 6. CALENDAR:

The week preceding Easter will be vacation days for all bargaining unit members. Duty days shall be one hundred seventy-eight (178) beginning in the 1985-86 school year. Duty days shall be one hundred seventy-seven (177) beginning with the 1986-87 school year. Teaching faculty members shall attend meetings called by the president, dean, associate dean, or department chairperson on duty days prior to the beginning of instruction each semester.

Section 7. LABORATORY HOUR EQUIVALENTS:

The District shall assign seven-tenths (.7) lecture hour equivalent to each laboratory class including health profession clinical hours, 1983-84 year, effective August 1, 1983.

Laboratory Hour Equivalent Study: The District and Federation agree to study the workload demands of laboratory courses across the curriculum to assess what changes, if any, need to be made in the current lab-lecture ratios. Any suggested changes resulting from the study will be submitted to the District and Federation negotiating teams. The committee shall be composed of equal number of management and Federation members.

Section 8. PARTIAL CONTRACT PROGRAM:

A. Partial contracts for unit members may be issued subsequent to the following stipulations:

(1) Both the Board and the individual unit member must concur with the reduction in assignment and contract;

(2) All partial contracts issued under this section must constitute at least a fifty percent (50%) assignment with corresponding pro rata pay on Salary Schedule "A;" The minimum number of duty days shall be equal to one-half (1/2) the number of duty days required for full-time employment;

(3) Unit members in the partial contract program shall be entitled to the same insurance benefits as though they were employed full-time. Time in service for purposes of determining step advancement on the salary schedule and sabbatical leave eligibility shall be as though they were employed full-time, and sick leave shll be on a pro rata, cumulative basis;

(4) If requirements of Education Code Section 87483 and Board Policy 4117.2 are met, STRS retirement credit shall be computed on a full-time basis. In other instances, STRS credit shall be prorated.

Section 9. COPYRIGHT:

A. A composition in letters or arts created by a unit member in his/her private time and with his/her personal resources is his/her own and he/she may copyright and publish such composition.

B. If the unit member has created the composition on his/her own time but reproduced it at District expense, ownership of the District materials used shall remain in the District and the materials are presumed to be intended for utilization solely within the District. However, the unit member may independently copyright and publish the composition.

C. If a unit member is on paid released time or other paid basis (i.e., a District-financed project), ownership of a publication authored during or after that time as a part of the project or the released time agreement shall belong to the District.

In such an instance, however, the unit member may purchase ownership from the District on a basis which is in keeping with the District's investment and which is mutually agreeable to the unit member concerned and to the Chancellor of the District.

Section 10. SPECIAL COURSES:

The Federation recognizes the District's right and responsibility to offer experimental courses. It is understood that sections of such courses may be offered with fewer students required than the normal class size minimum.

It is further understood that such sections as well as courses necessary for students to complete majors and sequences may be offered with fewer students required than the normal class size minimum.

Section 11. CANCELLATION OF COURSES:

All contracts and/or "employment agreements" will be approved and mailed to unit members by the Vice Chancellor, Educational Services, Personnel.

If sections of courses are cancelled, it is the District's responsibility to provide a full assignment as defined in Article XII, Section 4.

Section 12. DEPARTMENT HEAD RELEASED TIME:

Department heads approved for released time shall be given twenty percent (20%) released time per academic year, except in cases where the college determines that such release would have a significant adverse impact upon a college program. In such cases the department head will be compensated on Salary Schedule "C."

This section shall be effective July 1, 1981.

ARTICLE XIII
FACULTY CONDITIONS

Section 1. EVALUATION OF FACULTY:

Existing campus evaluation procedures shall continue for the duration of this Agreement. Procedures used on each campus of the District shall be consistent with the current District policy on this subject. The availability of clerical assistance and faculty office space may be taken into consideration in the evaluation process.

Section 2. TEACHER LOAD CREDIT FOR ASSIGNED CLASSES

All assigned classes which generate ADA shall be included in determining teacher load credit; however, load credit will be prorated for classes which are less than a semester in duration and for those classes to which a teacher is assigned for less than the full duration of the class.

Section 3. CLASS ADVANCEMENT SALARY SCHEDULE

A. In accordance with salary schedule and unit requirements, the evaluation of requests for class advancement shall be made by the respective campus Evaluation Committee.

   (1) Each college president shall designate an administrator, in addition to the one serving on the Evaluation Committee, who will prepare a thorough analysis of all classification advancement requests before presentation to the committee. This administrator also will have the responsibility of obtaining proper documentation and insuring that these supportive documents are retained in appropriate college files following committee action.

   (2) Each campus committee shall consist of one (1) administrator from each college (to be appointed by the college president) and one (1) faculty member from each division at Fresno City College and one (1) faculty member from four (4) different departments at Kings River Community College. The faculty members shall be selected for the respective college committees by the Faculty Senate President at Fresno City College and by the Academic Senate President at Kings River Community College. Each committee shall elect a faculty member to serve as chairperson.

B. A unit member anticipating a change in class placement must file a "Letter of Intent" by May 1 of the preceding college year with the administrator designated by the college president to assist the committee.

C. As proof of completion, official transcripts or other written supporting evidence must be submitted to the designated administrator no later than the Wednesday immediately preceding the first (1st) day of instruction for the year for which the change in salary placement is requested. In the event that the written supporting evidence is not available by the deadline, a notarized statement by the individual concerned on a form provided by the college may be submitted to, and accepted by, the committee on or before the deadline date. However, a subsequent downward adjustment will be made in the unit member's pay sufficient in amount to offset any prior overpayment if the unit member is not able to provide evidence substantiating his/her claim by the first (1st) school day of the second (2nd) full month of instruction of the fall semester. A statement indicating the unit member's knowledge of this downward adjustment provision shall be included on the notarized statement form.

D. Committee recommendations for salary class advancements shall be forwarded to the office of the president by Wednesday of the first (1st) week of instruction for his/her review and comment and for filing with the Office of the Chancellor by Wednesday of the second (2nd) week of instruction.

E. All recommendations for salary schedule class advancement must receive final approval from the Chancellor or his/her designee.

F. When a faculty member qualifies for a new class, placement in that class will be without loss of annual increment.

G. Salary Advancement Unit Requirements:

The following regulations pertain to units to be used for class advancement on the certificated salary schedule:

(1) Units of credit for upper division and graduate courses from accredited colleges and universities in the unit member's teaching field or other professional assignment may be submitted for a class advancement without obtaining prior approval.

(2) Units of credit for upper division and graduate courses from accredited colleges and universities outside of the unit member's teaching field or other professional assignment submitted for a class advancement must have the prior approval of the Campus Evaluation Committee.

(3) Lower division units:

(a) Lower division units may be applied to salary class advancement only when prior approval has been obtained and the particular units are one of the following: [1] required for a credential or degree fulfillment, [2] required in connection with preparation for a specific institutional assignment, [3] part of an inservice training program, or (4) recognized by the Campus Evaluation Committee as contributing to the unit member's effectiveness in his/her assignment.

(b) In order to obtain prior approval for any lower division course work, each applicant must submit to the Campus Evaluation Committee the proper application form. Not more than twenty percent (20%) of the units required for advancement from one column to the next may be lower division units in any case.

(4) In addition to total unit requirements, over one-half (1/2) of the total number of units required for placement on a particular salary schedule class must be in the unit member's teaching field or appropriate to his/her professional assignment.

(5) Even when they may not carry college credit, National Science Foundation, Industrial Institutes, factory training, and other appropriate courses may be counted for credit for class advancement if, prior to the onset of the course, approval by the Campus Evaluation Committee has been obtained and the committee has determined how much credit for salary advancement purposes shall be granted. Other than exceptional circumstances, approved in advance by the Chancellor or his/her designee, not more than twenty percent (20%) of the units required for advancement from one column to the next may be units that fit in this category.

Section 4. SPECIAL ASSIGNMENTS:

A. Counselors:

(1) The basic work year of the counseling staff shall consist of the same number of duty days assigned to the full-time teaching faculty.

(2) The number of additional days, if any, to be worked by each counselor on an extended contract basis shall be determined by management after consultation with the counselor.

(3) The work week shall consist of thirty-five (35) hours of assigned duty which may include committee assignments, faculty senate, other college-related meetings,research and orientation,counseling appointment, teaching responsibilities, if assigned, staff development activities and/or any other professionally-related activities as authorized and/or directed by the administration. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.

(4) Counselors who have teaching responsibilities as part of their contract assignments shall have the thirty-five (35) hours of assigned duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a counselor teaching one (1) section of a one (1) unit Guidance Studies course for two (2) hours a week for a nine (9) week period shall average thirty-three (33) hours per week of other assigned duty time during the semester in addition to his/her teaching assignment.)

(5) Duty days and hours shall be assigned by management after consultation between the counselor and the administration with consideration of the unit member's concerns.

B. Librarians:

(1) The basic work year of the library staff shall consist of the same number of duty days assigned to the fulltime teaching faculty.

(2) The number of additional days, if any, to be worked by each librarian on an extended contract basis shall be determined by management after consultation with the librarian.

(3) The work week shall consist of thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities, and/or other professionally-related activities as authorized and/or directed by the administration.

(4) Librarians who have teaching responsibilities assigned as part of their contract assignments may have thirty-five (35) hours of duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a librarian teaching one (1) section of a library science course for three (3) hours a week for a semester shall average twenty-nine (29) hours per week of other assigned duty time in addition to his/her teaching assignment.)

(5) Duty days and hours shall be assigned by management after consultation between the librarian and the administration with consideration of the unit member's concern.

C. College Nurses:

(1) The basic work year of the college nursing staff shall consist of the same number of duty days assigned to the full-time teaching faculty.

(2) The number of additional days, if any, to be worked by each college nurse on an extended contract basis shall be determined by management after consultation with the college nurse.

(3) The work week shall consist of thirty-five (35) hours of assigned nursing duties, office hours, scheduled professional meetings, staff development activities, and other appropriate professional activities as authorized and/or directed by management.

(4) Duty days and hours shall be assigned by management after consultation with the individual college nurse affected with consideration of the unit member's concern.

D. Vocational Training Center:

(1) The basic work year for the Vocational Training Center instructional staff shall be the same as for other full-time teaching faculty members. The number of additional duty days to be worked on an extended contract basis shall be determined by management after consultation with the individuals affected.

(2) The work week shall consist of thirty-five (35) assigned duty hours which may include instructional activities not to exceed thirty (30) hours per week, and/or any other professionally-related activities as authorized and/or directed by management, such as meetings scheduled by the administration, staff development activities, faculty consultations, and student consultations with community agency representatives.

(3) Duty days and hours will be assigned by management after consultation with the individual affected with consideration of the unit member's concerns.

E. Tutorial Instructors:

(1) The basic work year of the Tutorial Center instructional staff shall consist of the same number of duty days assigned to full-time teaching faculty members.

(2) The number of additional days, if any, to be worked by tutorial instructional staff members on an extended contract basis shall be determined by management after consultation with the individual affected.

(3) The work week shall consist of thirty-five (35) hours of assigned duty which may include teaching responsibilities, staff development activities, meetings, faculty consultations, and/or any other professionally-related activities as authorized and/or directed by management. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.

(4) Duty days and hours will be assigned by management after consultation with the individual affected with consideration of the unit member's concerns.

ARTICLE XIII (continued)

Section 5. EXTENDED CONTRACT TEACHERS:

The determination of salary for Salary Schedule "A" personnel on extended contracts shall utilize the following formula:

P + (D) (N) = T

P = Annual salary figure shown for Salary Schedule "A" placement.

D = Per diem rate of pay for Salary Schedule "A" placement.

N = Number of duty days assigned beyond the number of duty days in the academic year.

T = Total extended contract salary.

Section 6. FACULTY RIGHTS:

Individual members have the right of consultation with the immediate supervisor on matters relating to the members' teaching assignment, instructional program changes, analysis and/or evaluation of instructional programs and the educational direction of their department, and institution.

Section 7. TRANSFER AND REASSIGNMENT:

Voluntary Transfer:

A voluntary transfer is initiated by the unit member.

Any regular or contract unit member may request a transfer from one (1) college to another where his/her training, experience, skills, and credentials coincide with the requirements of a vacant position.

Any regular or contract unit member requesting a voluntary transfer to such vacant position will be granted an interview. .The basis for selection shall be based on the District Affirmative Action Policy of hiring the most qualified.

Any unit member accepted by another college will be permitted to make the transfer when a suitable replacement is found. Any such transfer shall be considered permanent.

ARTICLE XIII (continued)

Involuntary Transfer:

An involuntary transfer is initiated by the District, and shall not be done capriciously or as a punitive action.

Where the District finds it necessary to transfer an employee from one (1) college to another, qualified volunteers will be sought. Where there are no qualified volunteers, the District will determine which qualified person is to be transferred.

Transferees involuntarily transferred from one (1) college to another to meet District needs shall be returned to the original college, upon request, to fill a vacancy which occurs for which the transferee is deemed qualified.

If a split assignment between campuses is made to a unit member and that split assignment requires the unit member to travel additional miles, the District will pay mileage for travel for the additional miles.

Section 8. USE OF FACILITIES:

Unit members may use District physical education faciities during regular work hours when the facilities are not in use for classes, athletic events, or authorized special events, provided the facility is open or an authorized District employee is available "to open and secure" the facility. Unit members will be required to abide by institutional rules in effect at each campus.

Section 9. ACADEMIC ATTIRE:

Academic attire required by the District for unit members to wear at the graduation ceremony shall be provided at District-expense. Academic attire includes cap, gown and hood.

Section 10. PERSONNEL RECORDS:

Materials in the personnel file of a unit member whch may serve as a basis for affecting the status of his/her employment are to be made available for inspection by the person involved.

By law, such material is not to include ratings, reports, or records: (1) which were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Materials not to be made available to the unit member shall be kept in a separate envelop within the personnel file.

Every unit member shall have the right to inspect material in his/her personnel file at any time mutually convenient to the employee and the District. The unit member may be accompanied by a Federation representative, if desired, or a Federation representative may inspect such materials individually at the request of the unit member.

ARTICLE XIII (continued)

Any complaints made by any person directed toward a unit member deemed serious enough to become a matter of formal record, shall be promptly called to the unit member's attention, by copy, and the unit member given an opportunity to respond.

An employee is entitled to know the identity or source of all such complaints. (Any retaliatory action shall be deemed to be unprofessional conduct.)

The unit member shall acknowledge that such material has been read by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signified only that the material has been read and does not indicate agreement with its contents.

The unit member shall have ten (10) working days from the date he/she receives a copy to respond in writing before any derogatory material or a complaint regarding a unit member will be placed in his/her personne file and to have such comments attached to the material in question.

The content of material in personnel files shall not be subject to Article XVI Grievance and Arbitration Procedure of this Agreement.

During the ten (10) day period, the content of material to be added to the personnel files shall be subject to the Complaint Procedure.

The official files for all personnel shall be housed and maintained at the District office, except that files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the college president's office.

Materials being held out of a personnel file due to a grievance may be submitted as evidence in a punitive action. No other performance evaluation materials outside the personnel file may be used as evidence in a punitive action.

Personnel files for certificated personnel shall be maintained by the District Office.

The following material should be obtained for, and retained in, all certificated personnel files located in the Chancellor's Office:

1. Initial employment records

   Application
   Official transcripts of academic records
   Transcript evaluation form
   Pre-employment confidential materials, including:

   (a) Interview reports
   (b) Placement office papers
   (c) Letters of recommendations.

ARTICLE XIII (continued)

Health verification documents
Verification of related work experience
Copies of credential documents
Certificated employment recommendation form (P22)
Offer of employment letter
Original signed contracts and employment agreements
Leaves of absence approval documents
Copies of early retirement agreements (original to be filed in Office of Vice Chancellor, Business)
Sick leave transfer letters
Periodic evidence of chest x-ray or approved intradermal tuberculin test
Notices of employment

2. Salary schedule classification advancement information

Petition for advancement
Supportive documents
Action on petition.

The following materials should be retained in certificated personnel files located in the college president's office:

1. Evaluations and other correspondence related to job performance, including professional growth reports.

2. Directives and other personal communications.

3. Written complaints and commendations.

4. Employee response to written complaints.

For any of the preceding materials not contained within existing files, only those which are considered essential will be required to be added to these files.

ARTICLE XIV-A
LEAVES WITH PAY

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

(1) Sick leave for a unit member's illness or injury shall be granted for a maximum of ten (10) days annually to each unit member at the rate of one (1) day per calendar month of service computed on a contractual basis.

(2) Earned sick leave which is not used may be accumulated indefinitely from one (1) year of service to the next and may be used as required during such subsequent years of service.

(3) Credit for sick leave of absence need not be accrued prior to taking sick leave by the unit member, and such leave may be taken at any time during the fiscal year, not to exceed the balance of the unit member's sick leave entitlement through June 30 of that fiscal year.

(4) Any unit member who is on paid status while on sick leave, sabbatical, or other paid leave, shall continue to earn all leave benefits to which entitled if employed full time. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

(5) Where a unit member in a position requiring certification qualifications has exhausted his/her sick leave benefits and is absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of five (5) school months.

(6) Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.

It shall be the responsibility of the unit member to notify the Chancellor's Office, in writing, of the name and address of the district by whom he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

(7) All sick leave rights or accumulations shall be cancelled when a full-time unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions of the Education Code.

(8) Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

(9) At the time a unit member begins his/her contracted employment for the academic year, he/she shall be provided with a current accounting of his/her accumulated sick leave.

(10) Any unit member utilizing sick leave benefits under provisions of this Article shall provide the administration with a signed absence report (Form No. P-1), and, if absent five (5) or more consecutive duty days, shall provide the administration, upon return, with a statement from a physician verifying his/her fitness to return to duty.

(11) Sick leave may be utilized by any unit member placed under quarantine on the same basis as though this unit member were ill.

B. Sick Leave Bank:

(1) The parties agree that a Sick Leave Bank shall be established to assist unit members who suffer a long-term illness.

(2) All unit members may voluntarily participate in the Sick Leave Bank program by:

(a) Contributing one (1) day of sick leave during the first (1st) full month following the signing of this Agreement;

(b) Contributing one (1) day of sick leave during the first (1st) month of a unit member's employment;

(c) New participants may annually join the program during the month of September.

(3) Whenever the Sick Leave Bank becomes depleted, each participating unit member will be taxed a maximum of one (1) additional day per year from his/her accumulated sick leave bank to restock the bank. Sick leave days placed in the bank by participating unit members:

(a) May not subsequently be withdrawn from the bank excepting as they are used for sick leave purposes as defined herein;

(b) May not be transferred to another district should that unit member obtain employment elsewhere;

(c) May only be used by participating unit members currently employed by the District;

(d) May not be withdrawn at the time of retirement.

(4) A unit member may withdraw from participation in the Sick Leave Bank program at any time by notifying the committee of such withdrawal; however, any days contributed previously may not be withdrawn.

(5) Eligibility to use Sick Leave Bank days requires that a participating unit member must have:

(a) Exhausted his/her personal sick leave days;

(b) Been absent without full pay for five (5) additional consecutive work days.

(6) On a half (1/2) pay basis only, the Sick Leave Bank may be drawn upon to supplement the fifty percent (50%) pay provision of the District's one hundred (100) day additional sick leave during the time a unit member is eligible for that provision coverage.

(7) There shall be a maximum number of forty (40) withdrawal days per participating unit member per year.

(8) A participating unit member using Sick Leave Bank days shall not have to replace those days except as a regular contributing member to the bank.

(9) The Sick Leave Bank program shall be administered by a District/Federation committee composed of five (5) members: three (3) appointed by the Federation, and two (2) appointed by the District.

(10) The Sick Leave Bank program shall continue from year to year.

(11) The District shall contribute one (1) sick leave day for each four (4) days of personal sick leave days contributed by participating unit members.

Section 2. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

A. For accidents or illnesses which are job-incurred, unit members shall be provided leave benefits under the following provisions:

(1) Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

(2) Allowable leave shall not be accumulated from year to year.

(3) Industrial accident or illness leave shall commence on the first (1st) day of absence.

(4) When a certificated unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

The phrase, "full salary," as utilized in this section shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

(5) Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

(6) When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused industrial accident or illness leave due his/her for the same illness or injury.

(7) Termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87781 and 87786, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in a payment to his/her of not more than his/her full salary.

(See Sick Leave, Article XIV-A, Section 1).

(8) During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually covered by such salary warrants.

(9) Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless the Governing Board authorizes travel outside the state.

(10) When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of his/her prior assignment, the District shall provide first (1st) priority in assigning such a person into classes where his/ her disability, at the discretion of the District, does not hinder the performance of the duties required of his/her if he/she is otherwise qualified.

Section 3. BEREAVEMENT LEAVE:

A. Unit members may be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five (5) working days if out-of-state travel is required) per occurrence on account of the death of any member of the unit member's immediate family. Bereavement leave may be extended through the use of "personal emergency leave," Article XIV-A, Section 6.

B. "Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the unit member, or step-mother, step-father, step-daughter or step-son.

C. An extension of bereavement leave may be requested by the unit member but such extension shall be without salary for the period of time covered by the extension.

D. A bereavement leave of one (1) day per occurrence may be granted, without loss of salary, on account of the death of any close friend or colleague not included as a "member of the immediate family" where the unit member has responsibility for carrying out personal business and funeral arrangements attendant to the death.

E. Bereavement leave may be granted, without loss of salary for the time necessary to attend the funeral of a district colleague conditioned upon the following:

1. The unit member receives written permission from the Dean of Instruction or designee;

2. The unit member's absence does not result in the unit member being unavailable to teach any assigned class unless such unavailability is made unavoidable by the date and time scheduled for the funeral;

3. Written application shall be made to the Dean of Instruction or his/her designee NOT later than two (2) working days in advance of the date and time for leave unless special circumstances necessitate a later application.

Section 4. QUARANTINE:

All unit members are entitled to receive full salaries when quarantined by the County Health Officer because of another's illness. Such quarantine must be verified by the County Health Officer.

Section 5. JURY DUTY LEAVE:

A. When regularly called for jury duty in the manner provided by law, a unit member shall be granted a leave of absence without loss of pay for the time he/she is required to perform jury duty during the unit member's regularly assigned working hours.

B. Requests for jury service leave should be made by presenting as soon as possible the official court summons to jury service to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

C. Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.

D. A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

E. Unit members are required to return to work during any day in which jury duty services are not required.

F. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

Section 6. PERSONAL EMERGENCY LEAVE:

A. A unit member may be granted a maximum of six (6) days' leave of absence in any college year, at his/her election, without loss of pay, in cases of personal emergency. Such leave shall be deducted from the unit member's accumulated sick leave.

B. Personal emergencies include serious illness or death of a member of his/her immediate family; an accident involving his/her person or property or the person or property of a member of his/her immediate family; appearance in court as a litigant or as a witness under an official order.

C. "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-inlaw, sister, sister-in-law, or any relative living in the immediate household of the unit member, or step-mother, step-father, step-daughter, or step-son.

D. Two (2) of the six (6) days may be granted for any reason deemed appropriate by the member and with prior approval of the supervisor, and in no case will there be more than two (2) employees off at any one time in any work unit under this paragraph.

E. Verification of personal emergency leave shall be made on the form provided by the District and signed by the unit member.

Section 7. SABBATICAL LEAVE:

A. Sabbatical leaves shall be granted to unit members, under provisions of the Education Code, for the purpose of carrying out an approved program which will enable the unit member to provide improved service to the District and its students. Consideration will be given to programs which involve an appropriate program of organized study, research, or travel.

B. Sabbatical leave application, processing, approval, and compensation for unit members for fiscal year July 1, 1978, and thereafter, shall be in accordance with the following provisions:

(1) All unit members who have satisfactorily completed at least six (6) consecutive years of full-time service in this District will be eligible to apply for a sabbatical leave. After completing a sabbatical leave, a unit member is not again eligible to apply for such leave until he/she has served on a fulltime basis for at least six (6) additional consecutive years. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for sabbatical eligibility.

(2) The District shall allocate funds in the District budget for financing of sabbatical leaves for up to a maximum of twelve (12) of the eligible unit members. Apportionment of sabbatical leaves between the District colleges shall be as follows: Fresno City College, nine (9); Kings River Community College, three (3) for the 1984-85 year; Fresno City College, eight (8); Kings River Community College, four (4) for the 1985-86 year and shall alternate yearly thereafter.

(3) If an insufficient number of candidates apply, or if an insufficient number of applications are recommended by the Committee for Sabbatical Leave as having met the written criteria for sabbatical leave consideration, the application period will be extended for an additional three (3) weeks. All faculty shall be notified of the extension and reasons for such. If, after the extension an insufficient number still fails to meet the minimum written qualifications, the President may recommend fewer leaves than that number allocated to the college.

(4) Leaves granted will be distributed among the various divisions of a college so as not to impair the instructional program.

(5) The unit member applying for a sabbatical leave will agree to serve the District for at least two (2) years immediately following completion of the leave.

(6) Each unit member applying for sabbatical leave shall submit a formal application (Form No.P-21) to the appropriate Committee for Sabbatical Leaves prior to December 1 of the academic year preceding the academic year of the proposed leave. The committee at each college shall consist of the dean of instruction, acting as chairperson, the division dean or comparable positions, and an equal number of faculty members appointed by the president of the Senate.

The dean of students will serve as an ex-officio member when considering applications from the counseling staff.

The committee at each institution shall provide the college president with a recommended rank order of leave applications which shall be submitted to the Chancellor, along with the president's recommendations, if any, for subsequent presentation to the Board of Trustees.

Applications submitted after the deadline date will be given consideration when accompanied by valid reasons. Valid reasons normally will be limited to government, professional, or academic programs which materialize after the deadline date.

(7) Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave will submit to the Committee for Sabbatical Leaves a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, shall be forwarded through the college president's office to the District Chancellor.

(8) Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments. A sabbatical leave will be counted as service and experience on the salary schedule.

(9) Sabbatical leaves may be granted as follows:

(a) One (1) semester at one hundred percent (100%) of full salary, or

(b) One (1) full academic year at fifty percent (50%) of full salary, or

(c) Two (2) semesters within three (3) academic years at fifty percent (50%) of full salary. If the option of two (2) semesters within three (3) academic years is elected, the service between semesters will be credited toward a subsequent sabbatical.

ARTICLE XIV-A (continued)

Section 7 (continued)

(10) Time on sabbatical leave will count towards retirement. The District shall pay the District portion of the retirement contributions and fringe benefits during the term of this Agreement for the unit members on sabbatical leave.

Section 8. GRANT LEAVE:

A. A grant leave is a leave to permit a regular faculty member to accept a grant to teach, lecture, or do research for a public or private institution or a city, county, state, federal or foreign government. Such service should result in the employee's rendering more effective service to the District upon return.

B. Leave may be granted for a maximum of one (1) year.

C. District may compensate unit member on leave by paying the difference between the amount of the grant and the unit member's regular salary.

D. District shall pay retirement contributions and fringe benefits for unit member on leave. Time on grant leave will count towards retirement and continuous service.

E. All unit members who have satisfactorily completed six (6) consecutive years of full-time service in this District will be eligible to apply for a grant leave. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for grant leave eligibility.

F. The unit member applying for a grant leave will agree to serve the District for at least twice the time approved for the grant leave immediately following completion of the leave.

G. Eligibility:

(1) The unit member shall submit to the college president a request for Grant Leave;

(2) The request shall be submitted at least one (1) semester prior to the semester in which the leave is granted;

(3) The college president shall consider the Grant Leave Request on the basis of enhancing the unit member's professional growth;

(4) The District contributions toward the unit member's regular salary shall not exceed twenty (20) percent;

Section 8 G (continued)

(5) Unit members on Grant Leave shall not exceed three (3) at Fresno City College and one (1) at Kings River Community College;

(6) The president shall forward the Grant Leave Request to the Board of Trustees with a recommendation.

ARTICLE XIV-B
LEAVES WITHOUT PAY

Section 1. PERSONAL BUSINESS LEAVE:

A. The college president, upon request and with prior approval, may grant an absence for personal business leave, to a unit member.

B. Absences for personal business leave shall be without pay unless the unit member elects to have such days of absence deducted from his/her accumulated sick leave. In the event the unit member elects to have the absence deducted from sick leave, he/she may do so up to a maximum of two (2) accumulated sick leave days per college year for reasons of personal business.

Section 2. PROFESSIONAL IMPROVEMENT LEAVE:

A. Any unit member, after two (2) years of successful service to the District may, upon request and approval, be granted a leave of absence for up to one (1) year. Upon application, one (1) additional year of professional improvement leave may be granted, subject to determination of benefit to the District, and Board approval.

B. The unit member, upon returning from leave, shall be placed on the step of the salary schedule that he/she would attained had he/she been continuously have employed by the District during such absence.

C. There shall be no loss of seniority, tenure, break in service, or other rights available under law, because of such leave of absence.

D. Requests for professional improvement leave shall be submitted no later than the beginning of the semester preceding the semester of requested leave.

E. A professional improvement leave of less than one (1) year may be granted, but not less than one (1) full semester.

Section 3. PUBLIC OFFICE LEAVE:

A. Any unit member elected to public office shall be granted a leave of absence without pay for the duration of his/her elected term of office, if requested by the unit member.

B. The unit member must resume his/her full duties within six (6) months after his/her term of office expires.

C. Compensation for part-time service by a unit member on public office leave shall be on a pro rata basis of the unit member's full-time salary.

D. The period of time away on public office leave shall be counted as years of experience toward total years of service.

E. Unless otherwise agreed to, a unit member, upon completion of his/her term of office, shall be reinstated to a comparable position to the one he/she held prior to his/her election.

F. A person employed to take the place of a unit member who has been granted a public office leave shall not have any right to such position following the return of such unit member upon expiration of his/her term of office.

Section 4. HEALTH LEAVE:

A. Any unit member may, at the discretion of the Board, be granted a leave of absence for health reasons for a period of time not to exceed one (1) year. Such leave shall be without pay and retirement benefits.

B. Certification of the need, or proof of illness, for such leave, acceptable to the District, must be provided by the unit member or a physician.

C. Any such leave shall not be counted as experience on the salary schedule, nor shall it be counted in determining other benefits such as sick leave or sabbatical leave eligibility.

D. Any such leave granted, however, shall not count as a break in continuity of service to the District.

E. The District agrees to pay the District insurance contribution when a unit member is on a health leave.

Section 5. PERSONAL AND PARENTAL LEAVE:

A. Any unit member may be granted a leave for a specific reason deemed appropriate including leave to care for a child, at the convenience of the District.

B. Any such leave granted shall be without pay or other benefits granted unit members. Any personal health or life insurance carried by the unit member through the District may, with the carrier's approval, be continued at the expense of the unit member on personal leave.

C. Any such leave requires Board approval prior to taking such leave.

D. There shall be no loss of seniority, tenure or other rights available under law, because of such leave.

ARTICLE XIV-C
OTHER LEAVE

Section 1. MILITARY LEAVE:

Unit members shall be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code.

ARTICLE XV
INSURANCE PROGRAMS

Section 1. HEALTH INSURANCE:

A. The District shall provide Blue Cross 365 and the Blue Cross Prudent Buyer I health insurance programs for eligible unit members and their dependents.

B. Health plan insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

C. For 1985-86 the district shall contribute the full amount of premium for the health plan up to a maximum of $176.00 per month per employee. The district contribution for 1986-87 and 1987-88 shall be changed to include the increase, if any, in Prudent Buyer I premium on the date of said change. The 1987-88 expressed maximum contribution shall be changed thereafter only be agreement by and between the parties.

D. The unit member will pay the difference between the District contribution and Blue Cross 365 plan.

Section 2. DENTAL INSURANCE:

A. The District shall provide a dental care insurance program for eigible unit members and their dependents.

B. Assuming insurance carrier availability, the program shall be equal to the dental care insurance plan in effect during fiscal year 1977-78.

C. Dental care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

Section 3. VISION INSURANCE:

A. The District shall provide a vision care insurance program for eligible unit members and their dependents.

B. Assuming insurance carrier availability, the program shall be equal to the vision care insurance plan in effect during fiscal year 1977-78.

C. Vision care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

Section 4. SALARY PROTECTION INSURANCE:

A. The District shall provide a salary protection program for eligible unit members.

Bargaining unit members employed after June 5, 1984:

Eligibility:

1st year	eligible up to three (3) years
2nd year	eligible up to four (4) years
3rd year	eligible up to five (5) years
4th year	eligible up to six (6) years
5th year	eligible up to seven (7) years
Beginning with 6th year	eligible up to age sixty-five (65).

B. Assuming insurance carrier availability, the program shall be equal to the salary protection plan in effect during fiscal year 1977-78.

C. Salary protection coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided.

Section 5. TERM LIFE INSURANCE:

A. The District shall provide a decreasing term life insurance program for eligible unit members and their dependents: Occidental decreasing term Plan V plus $5,000.00 dependent coverage.

B. Decreasing term life insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

Section 6. INSURANCE PREMIUMS:

The District shall pay one hundred percent (100%) of the premium for coverage listed in Section 2, 3, 4, and 5, except as otherwise stated herein.

Section 7. RETIREEE HEALTH INSURANCE

A. For unit members retiring early (prior to age 65), and who wish to continue coverage under the district's health insurance program, the district will contribute 80% of the district's normal contribution for active unit members' health coverage up to a maximum of two thousand dollars ($2,000.00) per year conditioned upon the following:

1. The unit member shall have retired after July 1, 1986;
2. The unit member has attained his/her fifty-fifth (55th) birthday;
3. The unit member shall have served the district for a minimum of ten (10) consecutive years immediately preceding retirement.
4. The unit member is receiving his/her regular retirement allowance from STRS;
5. This benefit terminates on the date the unit member reaches his/her sixty-fifth (65th) birthday.
6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60).
7. Surviving spouse's benefit terminates on the date surviving spouse reaches age sixty-five (65).

B. For bargaining unit members who ,retire and have served the district for a minimum of fifteen (15) consecutive years immediately prior to retiring, the district shall contribute a maximum of up to fifteen hundred dollars ($1,500.00) per year toward the health insurance supplement to medicare, or the cost of the health insurance supplement to medicare, whichever is less, for the life of the employee and his/her spouse, as conditioned below. The maximum district contribution in effect on July 1, 1986, shall be increased annually by two percent (2%) effective September 1, 1987. The unit member shall be eligible to receive said district contributions toward the designated retiree health care supplement as mutually determined by the parties, conditioned upon the following:

1. The unit member shall have retired after July 1, 1986;
2. The retired individual shall have attained his/her sixty-fifth (65th) birthday;
3. The unit member is receiving his/her regular retirement allowance from STRS.
4. Coverage will continue for life of member or surviving spouse;

Section 7. B (continued)

5. Spousal coverage is limited to legal spouse on date of retirement;

6. Contribution toward surviving spouse's supplement shall terminate should spouse re-marry.

C. If a retiree or covered spouse drops the plan for any reason, he/she is not eligible for re-enrollment.

D. Retirees or surviving covered spouse are required to pay their portion of the health benefit premium quarterly prior to December 20, March 20, June 20, and September 20.

E. The retiree health insurance program shall not be subject to negotiations for a period of five (5) years (July 1, 1986 - June 30, 1991) from the date this provision (Article XV, Section 7) becomes effective on July 1, 1986.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 1. PURPOSE:

To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 2. DEFINITIONS:

A. Grievance: A formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.

Actions to challenge or change the policies of the District as set forth in the policies, rules, and regulations, or administrative regulations and procedures not included within this contract must be undertaken under District policy rather than this Grievance Procedure.

B. A "grievant" may be any unit member covered by the terms of this Agreement.

C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.

D. The "immediate supervisor" is the first (1st) administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

Section 3. TIME LIMITS

A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.

B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.

C. Time limits and steps may be waived by mutual written consent of the parties.

Section 4. OTHER PROVISIONS:

A. Unit Member Legal Rights: Nothing contained herein shall deny to any unit member his/her rights under state or federal constitution laws.

B. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure.

C. Unit members may be represented by the campus grievance chairperson or his/her designee at any conference or at any level.

D. Informal Discussion--Oral: Within thirty (30) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the Federation's "grievance chairperson", or designee, shall orally discuss with his/her immediate supervisor during nonteaching hours the alleged grievance. Within five (5) days, the immediate supervisor shall give his/her oral response.

Section 5. FORMAL LEVEL:

A. Level I:

(1) Within five (5) work days of the oral response, if the grievance is not resolved, it shall be stated in writing on the "Statement of Grievance" form as provided by the District (and shown as Exhibit "C" of this Agreement), signed by the grievant, and presented to his/her supervisor or designee at the associate dean level or above.

(2) The supervisor or designee shall communicate his/her decision to the unit member in writing within five (5) days after receiving the grievance.

(3) Within the above time limits, either the grievant or the immediate supervisor or designee may request a personal conference with the other party.

Section 5. (continued)

B. Level II:

(1) In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the college president, or his/her designee, within five (5) days.

(2) This statement shall include a copy of the original grievance and a written copy of the decision rendered by the unit member's supervisor or designee.

(3) The college president, or his/ her designee, shall communicate the decision to the grievant in writing within seven (7) days or receiving the appeal. Either the grievant or the college president, or his/her designee, may request a personal conference within the above time limits.

C. Level III:

(1) If the grievant is not satisfied with the decision at Level II, he/she may within five (5) days appeal the decision on the appropriate form to the Chancellor, or his/ her designee.

(2) This statement shall include copies of the original grievance and appeal and written copies of the decisions rendered.

(3) The Chancellor, or his/her designee, shall communicate his/her decision in writing to the grievant within fifteen (15) days.

D. Level IV--Arbitration:

(1) Within fifteen (15) work days after receipt of the decision of the Chancellor, the grievant may, upon written notice to the other party, submit the grievance to arbitration under and in accordance with the prevailing rules of the American Arbitration Association.

(2) Powers of the Arbitrator: It shall be the function of the arbitrator and he/she is empowered, except as his/her powers are herein limited, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement and to determine the arbitrability of any grievance where arbitrability is questioned by either party.

(3) The arbitrator shall have no power to:

(a) Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;

(b) Establish, alter, or modify any salary structure;

Section 5. D (3) (continued

(c) Rule on any of the following:

[1] Termination of services of, or failure to reemploy, any first or second contract unit member;

[2] Any matter involving any unit member's evaluation, except procedural matters;

(d) All fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of nonemployee witnesses called by the other.

(4) The decision of the arbitrator shall be final and binding on all parties.

ARTICLE XVII
COMPENSATION

The District shall provide at the beginning of the contract year for 1986-87 an increase of six percent (6%) to each cell of the salary schedule in effect during the 1985-86 school year for unit members.

The District shall provide a five (5%) percent increase for the 1987-88 contract year, effective at the beginning of the contract year, to each cell of the salary schedule in effect during the 1986/87 school year for unit members.

Section 2. TRAVEL OFF CAMPUS/MILEAGE:

Travel compensation for teaching off-campus classes is based upon the principle that all unit members report to campus duty at their own expense. Additional travel required to perform a District assignment is at District expense.

Computation of the amount of travel compensation will be based upon the number of additional miles an off-campus assignment causes to be traveled over the miles traveled to teach on campus. Mileage compensation shall be at the rate per mile as established by the Internal Revenue Service (IRS) as the standard business deduction. The mileage rate shall become effective upon notification by the Chancellor.

ARTICLE XVIII
RETIREMENT AND RETIREES

Section 1. MANDATORY RETIREMENT:

A unit member shall be retired at the end of the contract year in which the faculty member reaches the age of seventy (70) and his/her service with the District shall be considered terminated due to mandatory retirement.

Section 2. EARLY RETIREMENT:

Unit members may elect to retire before the mandatory retirement age pursuant to the provisions of the State Teacher's Retirement Law and upon such early retirement the unit member's service with the District shall be considered terminated due to his taking early retirement.

Section 3. RETIREMENT CONTRIBUTION:

Unit members are required to contribute to the California State Teacher's Retirement System as provided by State Teacher's Retirement Law. The District will contribute such sums to the State Teacher's Retirement System as is required by law.

Section 4. EARLY RETIREMENT PROGRAM:

A. Eligibility:

(1) Applicants for this early retirement program must have a minimum of ten (10) consecutive years of service in the State Center Community College District in a position requiring certification. A year of service is defined as working seventy-five percent (75%) of the days required by the unit member's contract of employment, or on District-paid leaves.

(2) Applicants shall be between fifty-five (55) and sixty-four (64) years of age.

B. Compensation:

Annual compensation for approved projects shall range between five thousand dollars ($5,000.00) and seven thousand five hundred dollars ($7500) depending upon the number of days involved, conditioned upon the following contract terms:

1. In order to be eligible for this early retirement program, the member must retire from the District and may not be employed in any position requiring contribution to the STRS.
2. Unit members contracted under this proposal shall be designated as consultants to the District. As consultants, they will be considered independent contractors. The District will not make contribution to OASDI.
3. Early retirement consultants shall be guaranteed annual renewable contracts for part-time service based upon the project or projects meeting a specific need of the District and providing the consultants' work is performed in a satisfactory manner as determined by management. Projects will be subject to annual review by the administration. Such contracts shall not be renewable after the fifth (5th) college year.

ARTICLE XVIII B (continued)

4. Under the terms of this plan, the early retirement consultant shall perform such services for the District as may be mutually agreed upon. Services to be provided by the retiree under contract will vary with the individual but shall be limited to the following:

    a. Demonstration teaching;

    b. Working on staff development and inservice programs;

    c. Assisting in the testing program;

    d. Compiling test data;

    e. Orienting and providing aid to new teachers;

    f. Updating courses of study;

    g. Articulation with high schools and colleges;

    h. Observation and evaluation of programs;

    i. Work with business and industry;

    j. Review and develop college, division, and department goals and objectives;

    k. Conduct surveys of current and former students;

    l. Activities in any area of curriculum, business, or student personnel.

5. The following formula shall be used to determine the number of days, to the nearest whole figure, to be performed by the consultant.

$$\frac{\text{Maximum Class IV, Step 25 Figure (Not including doctorate)}}{\$7500} = \frac{\text{177 Days}}{\text{x contract days}}$$

    The actual dates of service will be determined on a mutually agreed-upon basis.

6. The early retirement consultant may choose to discontinue this program at the end of any contract year.

7. Application for this program shall be directed to the college president's office by January 1 of each college year. Late applications will not be considered. From those who apply, selection shall be made on the basis of available funds, and District need.

ARTICLE XVIII B (continued)

8. The project or projects proposed to be performed by an applicant must be mutually agreed upon by the applicant and the president of the college.

9. At the end of the contract, the consultant continues eligibility for retiree insurance benefits.

10. For purposes of this section, the school year shall be from August 1, and end June 30.

IN WITNESS WHEREOF, EACH OF THE PARTIES AFFIX THEIR SIGNATURES HERETO ON THIS 16th DAY OF August, 1986.

DISTRICT	FEDERATION
Henry Padden	Tom Tyner
Henry M. Padden Assistant to the Chancellor State Center Community College District	Tom Tyner Chief Negotiator State Center Federation of Teachers, Local 1533 CFT/AFT, AFL/CIO

EXHIBIT A

UNIT COMPOSITION

First contract, second contract, regular teachers, counselors, librarians, and school nurses who were employed full-time on Salary Schedule "A" on November 30, 1976, with the following exclusions:

A. Employees in positions designated as management by the Board of Trustees, including the Chancellor, vice chancellors, college presidents, deans, associate deans, directors (except directors of athletics), and coordinators.

B. All personnel compensated solely on Salary Schedule "C." Substitutes, both short-term and long-term.

C. All temporary employees as defined by Education Code Sections 87470, 87482, and 87612.

Should the District establish a new position or reclassify an existing position, the District will meet and negotiate whether the position is a bargaining unit position. If the District and Federation cannot agree, the matter shall be referred to the Public Employment Relations Board.

EXHIBIT B

STATE CENTER COMMUNITY COLLEGE DISTRICT

CERTIFICATED SALARY SCHEDULE "A"

Effective July 1, 1986

STEPS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V*
1	$21,030	$22,477	$23,733	$24,990	$26,246
2	22,116	23,563	24,819	26,075	27,331
3	23,201	24,648	25,904	27,161	28,416
4	24,287	25,734	26,990	28,246	29,502
5	25,373	26,819	28,076	29,331	30,588
6	26,459	27,906	29,161	30,418	31,673
7	27,543	28,991	30,246	31,503	32,759
8	28,630	30,075	31,333	32,588	33,845
9	29,715	31,162	32,418	33,674	34,930
10	30,800	32,247	33,503	34,760	36,016
11	31,886	33,333	34,589	35,846	37,101
12		34,418	35,674	36,930	38,188
13			36,760	38,016	39,272
Anniversary Increments:					
17	32,971 ($35,143**)	35,504 ($36,590**)	37,845	39,102	40,357
21	34,058 (36,230**)	36,590 (37,676**)	38,932	40,187	41,444
25	35,142 (37,315**)	37,675 (38,761**)	40,017	41,273	42,529

* Plus $788 for doctorate earned at an institution accredited at the time the degree was granted.

** Applies only to those bargaining unit members on one of the steps during the 1982-83 school year.

See reverse side for coaching stipends.

STATE CENTER COMMUNITY COLLEGE DISTRICT

STIPENDS

Effective July 1, 1986

Earned Doctorate	$ 788
Department Heads	737
Coaching	
Athletic Director	1102
Baseball (Head)	1102
Baseball (Assistant)	549
Basketball (Head)	1102
Basketball (Assistant)	549
Cross Country (Head)	549
Football (Head)	1102
Football (Assistant)	549
Golf (Head)	549
Soccer (Head)	549
Softball, Women	549
Swimming (Head)	549
Swimming (Assistant)	549
Tennis (Head)	549
Track (Head)	1102
Track (Assistant)	549
Volleyball (Head)	1102
Water Polo (Head)	549

STATE CENTER COMMUNITY COLLEGE DISTRICT

CERTIFICATED SALARY SCHEDULE "A"

Effective July 1, 1987

STEPS	CLASS I		CLASS II		CLASS III	CLASS IV	CLASS V*
1	$22,082		$23,601		$24,920	$26,240	$27,558
2	23,222		24,741		26,060	27,379	28,698
3	24,361		25,880		27,199	28,519	29,837
4	25,501		27,021		28,340	29,658	30,977
5	26,642		28,160		29,480	30,798	32,117
6	27,782		29,301		30,619	31,939	33,257
7	28,920		30,441		31,758	33,078	34,397
8	30,062		31,579		32,900	34,217	35,537
9	31,201		32,720		34,039	35,358	36,677
10	32,340		33,859		35,178	36,498	37,817
11	33,480		35,000		36,318	37,638	38,956
12			36,139		37,458	38,777	40,097
13					38,598	39,917	41,236
Anniversary Increments:							
17	34,620	($36,900**)	37,279	($38,420**)	39,737	41,057	42,375
21	35,761	(38,042**)	38,420	(39,560**)	40,879	42,196	43,516
25	36,899	(39,181**)	39,559	(40,699**)	42,018	43,337	44,655

* Plus $827 for doctorate earned at an institution accredited at the time the degree was granted.

** Applies only to those bargaining unit members on one of the steps during the 1982-83 school year.

See reverse side for coaching stipends.

STATE CENTER COMMUNITY COLLEGE DISTRICT

STIPENDS

Effective July 1, 1987

Earned Doctorate	$ 827
Department Heads	774
Coaching	
Athletic Director	1157
Baseball (Head)	1157
Baseball (Assistant)	576
Basketball (Head)	1157
Basketball (Assistant)	576
Cross Country (Head)	576
Football (Head)	1157
Football (Assistant)	576
Golf (Head)	576
Soccer (Head)	576
Softball, Women	576
Swimming (Head)	576
Swimming (Assistant)	576
Tennis (Head)	576
Track (Head)	1157
Track (Assistant)	576
Volleyball (Head)	1157
Water Polo (Head)	576

Certificated

EXHIBIT D

GRIEVANCE FORM
(For use by certificated bargaining unit members)

____
Grievance Number

MPLOYEE NAME	COLLEGE	DEPARTMENT
ATE OF ALLEGED VIOLATION	DATE OF INFORMAL DISCUSSION	DATE OF ORAL RESPONSE
DATE OF FILING OF THIS STATEMENT	SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED	

EXPLANATION OF ALLEGED VIOLATION, INCLUDING ALL PERTINENT SUPPORTIVE FACTS.

STATEMENT OF RELIEF, REMEDY, ACTION BELIEVED NECESSARY TO RESOLVE THIS GRIEVANCE.

SIGNATURE: ______________________________

L VEL I: STEP 1 - SUPERVISOR RESPONSE TO GRIEVANCE	DATE OF RECEIPT: DATE OF RESPONSE:
	GRIEVANCE RESOLVED: ☐ GRIEVANCE DENIED: ☐

SIGNATURE: ______________________________

L VEL I: STEP 2 - EMPLOYEE RESPONSE TO STEP 1 DECISION AND, IF NOT ACCEPTABLE, REASONS FOR APPEAL TO LEVEL II	DATE OF RECEIPT: DATE OF RESPONSE:
	DECISION ACCEPTABLE: ☐ APPEALED TO LEVEL II: ☐

SIGNATURE: ______________________________

*Call office of Assistant to the Chancellor to obtain a number.

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LEVEL II: STEP 1 - COLLEGE PRESIDENT/DESIGNEE RESPONSE TO GRIEVANCE

DATE OF RECEIPT:

DATE OF RESPONSE:

GRIEVANCE RESOLVED: ☐

GRIEVANCE DENIED: ☐

SIGNATURE: ______________________

LEVEL II: STEP 2 - EMPLOYEE RESPONSE TO STEP 1 DECISION AND, IF NOT ACCEPTABLE, REASONS FOR APPEAL TO LEVEL III

DATE OF RECEIPT:

DATE OF RESPONSE:

DECISION ACCEPTABLE: ☐

APPEALED TO LEVEL III: ☐

SIGNATURE: ______________________

LEVEL III: STEP 1 - CHANCELLOR/DESIGNEE RESPONSE TO GRIEVANCE

DATE OF RECEIPT:

DATE OF RESPONSE:

GRIEVANCE RESOLVED: ☐

GRIEVANCE DENIED: ☐

SIGNATURE: ______________________

LEVEL III: STEP 2 - EMPLOYEE RESPONSE TO STEP 1 DECISION AND, IF NOT ACCEPTABLE, REASONS FOR APPEAL TO LEVEL IV

DATE OF RECEIPT:

DATE OF RESPONSE:

DECISION ACCEPTABLE: ☐

APPEALED TO LEVEL IV: ☐

SIGNATURE: ______________________

LEVEL IV: FINAL AND BINDING DECISION OF THE ARBITRATOR

DATE OF RECEIPT:

DATE OF HEARING:

DATE OF RESPONSE:

GRIEVANCE RESOLVED: ☐

GRIEVANCE DENIED: ☐

SIGNATURE: ______________________

NOTES:

1. Attach all responses to this form at all levels.
2. Maintain two (2) copies - one for employee, one for District.
3. Observe time frame requirements as established in current Agreement.

Form P- (rev. 11/80)
13B18/19

EMPLOYEE RELATION
RECEIVED APR 16 1987

CA

AGREEMENT

between

ASSOCIATION OF CERTIFICATED EDUCATORS

and

WEST VALLEY JOINT COMMUNITY COLLEGE DISTRICT

July 1, 1985 through June 30, 1988

1275

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ARTICLE 1

RECOGNITION

1.0 The Governing Board of the West Valley Joint Community College District, hereinafter referred to as "Board" or "District", recognizes the Association of Certificated Educators of the West Valley Community College District, hereinafter referred to as "ACE" or "Association" as the sole and exclusive representative of the certificated employees in the classes and positions enumerated in PERB Certification, Case Number SF-R-658, attached hereto and incorporated herein by reference as Appendix A.

ARTICLE 2

SEVERABILITY AND SAVINGS

2.0 If any provision or application of this Agreement to any employee or group of employees is held invalid by operation of law, decision by a court, or, decision by another tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions not affected shall continue in full force and effect.

In the event of any such invalidation, the parties agree to meet and negotiate within thirty (30) calendar days after each such determination for the purpose of arriving at a mutually agreeable resolution to the invalidated provision.

ARTICLE 3

WAIVER OF NEGOTIATIONS

3.0 This Agreement shall constitute the full and complete contractual commitment between the parties. During the term of this Agreement, the Board and Association expressly waive and relinquish the right to meet and negotiate on any matter unless mutually agreed.

Such waiver does not, however, preclude negotiations for any subsequent new collective bargaining agreement commenced within the last one hundred twenty (120) calendar days of this contract's agreed duration, or, in fulfillment of negotiation rights contained within any provision of this Agreement.

ARTICLE 4

NONDISCRIMINATION

4.0 The Board and the Association agree to comply with all applicable provisions of Title VII and Title IX of the United States 1964 Civil Rights Act, as amended in 1972. the Board and the Association agree expressly not to unlawfully discriminate against any faculty member or prospective faculty member on the basis of race, color, creed, national origin, religion, sex, age, marital status, or physical handicap.

4.1 The Grievance Procedure herein may not be used for any claim arising hereunder for which another administrative forum, such as the Equal Employment Opportunities Commission or Fair Employment and Housing Commission is provided by law. For purposes of this Article, the Public Employment Relations Board shall not be considered an administrative forum.

4.2 Should changes or alterations be necessary due to State Chancellor's Office Affirmative Action requirements and procedures, then the parties agree they shall, within fifteen (15) workdays subsequent to the notification of the necessity of such changes, schedule a meeting for the purpose of negotiating such new terms or conditions as required to bring this Article into compliance.

ARTICLE 5

EFFECT OF AGREEMENT

5.0 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over written District practices and procedures.

ARTICLE 6

PAST PRACTICES

6.0 The District is not bound by any unwritten past practice of the District or understandings with any employee or group of employees unless such practice or understandings are specifically stated within this Agreement.

6.1 The District shall consult with ACE in accordance with Association rights "Consultation" Article 8 Section 7 with the intent to reach a mutual agreement regarding changes in unwritten Past Practice alleged by either party during the duration of this Agreement.

ARTICLE 7

DISTRICT RIGHTS

7.0 The Association recognizes and agrees that the exercise of the express and implied legal powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

7.1 The District agrees that in regard to a declared emergency and decisions made thereon, 'that the Association shall have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article 35.

ARTICLE 8

ASSOCIATION RIGHTS

8.0 No reprisals. Association and Board agree that no reprisals will be taken against any person who legally exercises rights guaranteed by law or this agreement or who executes responsibilities imposed by law or this agreement.

8.1 Negotiations with Other Organizations. The Board and its authorized representatives agree not to negotiate with any other organizations or individuals (including the Academic Senate) upon which ACE is the exclusive representative on matters within the scope of bargaining. ACE agrees that neither it nor its authorized representatives will negotiate privately or individually with any person or persons not officially designated by the Board as its official representative in matters upon which the ACE is the exclusive representative within the scope of bargaining.

8.2 Meetings and Use of Facilities.

Meetings. ACE shall have the right to use District facilities at reasonable times in accordance with the District regulations and procedures and State Civic Center Act provisions. Use of such facilities shall not interfere with or interrupt normal District operations. ACE agrees to leave facilities used in a clean and orderly condition or, compensate District for special janitorial/maintenance work required at cost. No unit member shall be released from his/her assigned duties to attend ACE meetings without District consent, in advance, unless specifically provided for in some other provision of this Agreement.

8.3 ACE Business. A reasonable number of duly authorized officed representatives of the Association may transact official business on campus property at times other than their scheduled duty assignments. Reasonable access to unit members will be accorded provided it does not occur during unit members hours of scheduled assignments and does not interfere with normal District operations.

8.4 Notification. ACE shall provide District, and update as required, the names of ACE representatives authorized to discuss official ACE business with unit members each semester.

8.5 Bulletin Boards/Mailboxes.

8.5.1 ACE shall have the right to use institutional bulletin boards and mailboxes subject to reasonable regulations without charge.

8.5.2 All communications must be dated and contain ACE identification as the originator/distributor.

8.5.3 With advance aporoval by college President to the ACE President, audio-visual equipment not being required for District use may be used on campus for ACE business. Any costs of damage or repair will be assumed by ACE.

8.6 Information to Association.

8.6.1 Board Agenda/Minutes. District shall furnish seven (7) copies of all official Board minutes and seven (7) copies of each Agenda packet to ACE, excluding all confidential information or materials as defined by applicable law. Such materials shall be furnished to ACE no later than the time they are furnished to the Board.

8.6.2 Policies/Administrative Regulations.

8.6.2.1 District will provide copies, simultaneous with distribution to management, of any changes, additions, alterations or deletions in order to maintain one (1) book of Board Policies and one (1) of Administrative Regulations.

8.6.2.2 Written materials governing conditions of employment of members of the unit, such as rules, procedures, guidelines or work requirements, that are distributed by the District or colleges to unit members or groups of unit members shall be provided to ACE.

8.6.2.3. Employee Lists.

District will provide once annually, at the beginning of the Academic year, a list of unit members, home addresses, and telephone numbers on record with the District. District will update by additions and deletions at the beginning of the Spring Semester. ACE agrees it shall indemnify and hold District harmless from any liability from any and all claims, demands, lawsuits or other actions arising from implementation or compliance with the terms of this section by District.

8.6.2.4 Budgets/Studies. Upon request, ACE shall be provided with one (1) copy of materials and data which is made available to the public, without charge. Requests for more than one (1) copy, or, requests for materials or data in formats not normally issued shall be charged to ACE in an amount not to exceed costs.

8.6.2.4.1 District shall provide, at the time of submission to the Board, one (1) copy of each preliminary, tentative, and publication budget packets; and, one (1) copy of "CCAF-311, and, CCAF-320 and CCFS-350A".

8.6.2.4.2 Other budget/study data prepared by District for general usage may be made available, upon request to, and approval by, the Superintendent or designee.

8.7 Association/Management Consultation

Parties agree relationships may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow understanding of the problem to be discussed, and the date, time and place requested. The receiving party shall, within three (3) workdays notify of agreement or non-agreement to such meeting. Such meeting shall not be unreasonably denied. All meetings shall be held during ACE attendees non-duty hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed prior to the meeting. It is agreed these meetings are not to be used or intended to bypass the grievance procedure and shall not constitute any invitation to renegotiate any provision of this Agreement.

8.7.1. Academic Freedom

The District recognizes that ACE has an interest in and concern with academic freedom and District educational objectives. The District agrees that it will consult with ACE concerning academic freedom, curriculum, and textbooks. If ACE proposes any specific action by the District, the proposal must be submitted at the time that the consultation is scheduled.

8.8 ACE Released Time

8.8.1 Negotiations. A maximum of five (5) unit members shall be released from their regular work duties, with no loss of pay or benefits to attend negotiation meetings with management when scheduled during working hours of the unit members involved.

8.8.2 Grievances. One (1) ACE representative will be released from regular work duties, with no loss of pay or benefits to accompany a grievant, or, to present an ACE grievance, where a resolution meeting is scheduled with management during the regular working hours of the representative involved.

8.8.3 Substitutes. District will provide a substitute for a member released during their instructional hours for negotiation or grievance meetings where

8.8.3.1 The member requests a substitute; and,

8.8.3.2 District determines the best interests of the educational program will be served by providing such substitute. The member shall be given a reason for any denial. Such reason shall be neither arbitrary nor capricious.

8.8.4 In addition to the release time provided in subsections 1 and 2, the District shall provide further released time as follows:

8.8.4.1 Two full-time equivalents (FTE) shall be provided to the Association, to be paid for by the Association.

8.8.4.2 The cost to be paid by the Association will be calculated at the cost a part-time replacement, unless an employee on the regular salary schedule is hired as a replacement, in which case the cost of the full-time replacement will be paid.

8.8.4.3 Release time will not be provided if the District reasonably determines the department will be impaired.

8.9 Copies of Agreement. District agrees to print and publish a sufficient number of copies to provide each unit member a copy of the Agreement terms and conditions as ratified by each respective party. ACE may purchase additional copies up to fifty (50) in number.

ARTICLE 9

MAINTENANCE OF OPERATIONS/CONCERTED ACTIVITIES

9.0 Association agrees that neither Association, nor any person acting officially on its behalf will cause, authorize, engage in, sanction, or urge its memberes to take part in a strike, concerted failure to report for duty, or willful absence from his/her duties of employment while this contract is in effect. Employees shall not be entitled to any wages or benefits whatsoever, including but not limited to wages or any other form of compensation, fringe benefits, vacation, sick leave or other leave entitlement while engaged in any strike, concerted failure to report for duty or other willful absence from his/her duties of employment.

9.1 District shall not lockout or otherwise prevent unit members from performing their duties under this agreement.

ARTICLE 10

PARKING

10.0 District shall furnish, for the duration of this contract, a district-paid parking permit for unit members within the faculty/staff designated lots or spaces, including, permit parking in lots or spaces designated as handicapped zones.

ARTICLE 11

PERSONNEL FILES

11.0 Each unit member has the right, during his/her non-duty times, during regular working hours, to inspect their employment record retained in the personnel file maintained by District. An "employment record" is any record that:

11.0.1 Pertains directly to the employment relationship between the member and District; and

11.0.2 Is retained in the personnel file assigned the member by the District.

11.1 Information from the "employment record" shall not be released without member consent unless compelled by law, judicial order, or subpoena or, authorized District or public agency officials having legitimate business that justifies such inspection in the sole discretion of the Personnel Director.

11.2 District shall retain as confidential all pre-employment materials or other data as exempted by law, e.g., materials obtained or prepared prior to employment, or, materials obtained while the member was an applicant or candidate for another District position. Such materials include, but are not limited to, recommendation letters, pre-employment interviews, ratings and the like.

11.3 Anonymous materials shall not be placed in the Personnel File.

11.4 Information of a derogatory nature except material mentioned in section 2, shall not be entered or filed until the unit member is given notice and an opportunity to review and comment thereon. The unit member shall have the right to enter, and have attached to any such derogatory statement, his or her own comments thereon. The unit member shall be released from duty upon request for this purpose without salary reduction.

11.5 Where a member believes any record or portion thereof is inaccurate, not relevant, timely or complete, the member may request correction of the material or deletions of the offending, improper portion. Such request shall be in writing and include reasons for any such deletion or correction. The written request shall, at the option of the member, be included in the personnel file. Materials involving evaluation, discipline, official procedures and the like shall not be deleted, but may, where justified, be corrected. Each member has the right to include relevant response to any negative material. If deletion or correction is denied, the Personnel Director, within ten (10) work days, shall state reasons for denial and attach to the document questioned.

11.6 Disciplinary action shall not be imposed on the basis of District personnel records not contained in the employment record, consistent with the principles of the California Supreme Court decision of Miller vs. Chico. Nothing contained herein shall be used to exclude otherwise relevent evidence from being received in any judicial or administrative adjudication.

11.7 District shall retain after resignation, retirement or dismissal only those records required by law. This shall not apply to employees terminated, who enjoy rehire rights, or whose termination is challenged, or to part-time hourly employees.

11.8 Employment record is the official file maintained at District offices or in the "on campus" employee file.

11.9 No materials within the District employment record, other than evaluations, shall be used by either party in any adverse action proceeding brought by the District against the unit member if dated four (4) years or more from the inception of the adverse proceeding.

11.10 This article does not apply to non-personnel records such as payroll records, attendance records, Board minutes, student records, interoffice or employee to employee communications not part of the "employment record."

ARTICLE 12

SAFETY

12.0 Safety is the joint responsibility of District and Faculty.

12.1 District shall make all efforts to conform to, and comply with, all safety, health and sanitation requirements of the California Occupational Safety and Health Act (CAL-OSHA).

12.2 Each employee shall immediately report, in writing, any alleged unsafe condition in his/her working environment, upon discovery, to his/her immediate supervisor.

12.3 No employee shall be assigned to work under conditions which immediately endanger his/her or others safety or health.

12.4 In the event of actual threat to the safety of themselves or others, the member shall immediately evacuate the classroom or building and report the event to the appropriate Dean who will give directions as to the procedure to follow.

12.5 Upon notice and evidence of an unsafe condition, District shall take prompt corrective action to correct the condition and make all reasonable efforts to warn all employees of the unsafe, condition while corrective action occurs.

ARTICLE 13

SALARY

13.0 The following language will be replaced in the contract with specific salary schedules.

13.1 Full-time

13.1.1 The salary schedule will be increased by 10.25% effective July 1, 1985. The schedule will be increased by 5% July 1, 1986. Full-time unit members on the payroll May 28, 1985, will receive a single salary payment of 7% of their 1984-1985 base salaries. Base salary does not include add on compensation, e.g. overload.

13.1.2 Effective July 1, 1985, Professional Growth and Development Increments will be added to the salary schedule at Class D, Steps 15 and 18.

13.2 Part-time, Hourly

13.2.1 The Hourly Certificated Salary Schedule will be increased by 10.25% effective July 1, 1985. The schedule will be increased by 5% effective July 1, 1986. Part-time unit members on the payroll May 28, 1985, will receive a single salary payment equal to 10% of their spring semester salary.

13.2.2 Effective July 1, 1985, a step 8 will be added to the salary schedule. Effective July 1, 1985 part-time hourly employees may be placed at step 2 or step 3 of the hourly salary schedule based upon certificated experience outside of the District. The experience must be college level and within five years of employment by the District. Current employees, who are placed at step 1 for 1984-1985, will be placed at step 3 for 1985-86, if they possess appropriate outside experience.

ARTICLE 14

FRINGE BENEFITS

14.0 The District shall provide unit members with insurance coverage for medical, dental, vision, prescription, life insurance and income protection with the plans and rates in effect May 1985, shown in column A, and with changes in plan options effective November 1, 1985 as shown in column B.

Column A		Column B
a. Major Medical Coverages		
		Blue Cross 365
Blue Cross Budget	$2409	Blue Cross Budget
Kaiser with vision	1734	Kaiser without vision
Lifeguard	1877	Lifeguard
		Prudent Buyer VI
		Take Care
Major Medical Max.	2409	
b. Other Benefits		
CDS	496	CDS Oral Health with ortho
Paid Prescription	278	Paid Prescription
LTD - Crown Life to max $27,000 sal.	182	LTD - Crown Life to max $27,000 salary
Life Insurance American Bankers	77	Life Insurance - American Bankers
Non Medical Total	$1033	Vision - Medical Eye Services Plan A, $5 deduct, family coverage
		OPTIONAL
		Supplemental Life Ins. up to $250,000 at employee expense
		Accidental death & dismemberment option at employee expense

14.1 Employees shall elect one of the medical plans available and one of the dental plans. All of the other benefits will be provided to all employees except the optional coverages which will be paid for through payroll deduction.

14.2 The total District contribution for major medical coverage shall not exceed the May 1985 maximum cost of $2409. The maximum payment by the District shall be increased by 5% July 1, 1985 and 5% July 1, 1986.

14.3 The District contribution for coverage other than major medical shall be $1033/year, effective May 1, 1985. This maximum District cost shall be $1107 July 1, 1985. This shall be increased by 5% July 1, 1986.

14.4 The increase in the District contribution July 1, 1985 is higher than 5% as result of eliminating vision coverage from the Kaiser plan in exchange for adding a new vision plan available to all employees.

14.5 If the cost of an employee's coverage exceeds the maximum District contribution, the difference will be funded by payroll deduction. Payroll deductions will start with the October 30, 1985 payroll based on plans selected and rates in effect for November 1, 1985.

14.6 The District agrees to waive the cap on the dollar contributions to these benefits for those unit members who are paraplegic or quadriplegic. Such unit members must enroll in one of the District sponsored health plans.

14.7 The District shall provide access for part-time unit members to the optional life insurance, optional accidental death and dismemberment and the Oral Health Dental plan effective November 1, 1985. Funding of the package shall be provided by the part-time unit members thru payroll deduction in advance.

14.8 The District and ACE shall form a committee to jointly develop benefit plan alternatives for consideration July 1986. The areas to be studied will include a "cafeteria plan", additional plans for part-time unit members and cost containment. ACE shall appoint 50% of the committee from its unit members. A report shall be rendered March 1, 1986.

14.9 Bargaining unit retirees shall be eligible to participate in the medical and dental plans provided to unit members with the following conditions:

- enrollment subject to any carrier restrictions;

- unit members hired prior to 12-1-82 may participate in these benefits in accordance wtih District policy and with District premium contributions as described below; workers hired subsequent to 12-1-82 may participate subject to District policy and at their own cost;

- District contribution for eligible unit Retirees shall not exceed the combined 5/85 contributions of $2409 for medical and 294 for dental plus a 5% premium increase per annum each July 1st. Any costs in excess of this shall be paid by the retiree to the District on a quarterly basis one month in advance;

- retirees will be required to annually verify their current location, dependent status and medicare eligibility in order to retain coverage.

ARTICLE 15

TAX SHELTERED ANNUITIES

15.0 District shall provide for investment in tax sheltered annuities through automatic payroll deductions for all eligible employees in accordance with current Internal Revenue Service Rules and Regulations.

ARTICLE 16

RETIREMENT INCENTIVE

16.0 The District will provide a retirement incentive for those unit members retiring from the time this agreement is approved until June 30, 1986, or June 30, 1988 if the legislation providing for the incentive continues in effect through June 30, 1988. This is also sometimes called the "Golden Handshake."

16.1 Under this program, the unit-member will receive two additional years of service credit for retirement purposes.

16.2 This program conforms with STRS and Education Code requirements, including analysis of the cost of hiring a replacement for the unit member. Unit members should apply or inquire as early as possible in the fiscal year in order to determine eligibility.

ARTICLE 17

RETIREMENT

17.0 Retirement Phase-In

To allow qualified certificated employees to reduce their workloads from full-time to part-time duties and maintain retirement benefits.

17.1 Retirement Phase-In Requirements - A request for part-time employment will be granted if the employee meets the requirements subject to the limitation noted. The part-time status when granted continues until the individual ceases to be an employee of the District, unless the status is changed by mutual consent of the individual, as employee, and the Governing Board, acting for the District, as employer.

17.1.1 The employee must have reached the age of fifty-five (55) years prior to the first duty day on which the reduction in workload is effective.

17.1.2 The employee must have been employed in the District full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) consecutive years were full-time employment.

17.1.3 The employee must submit to the Personnel Office a written request for the part-time employment at least one hundred eighty (180) calendar days prior to the first duty day on which the part-time status is to be effective, unless, in the judgment of the Governing Board, circumstances of unusual and/or emergency nature exist(ed) that precluded a timely request, and the granting of the late request will not be contrary to the best interests of the District.

17.2 Request Stipulations

17.2.1 The employee's request shall contain a statement as to the date the employee elects to have the part-time status be effective; such effective date shall be either the first duty day of the Fall semester or the first duty day of the Spring semester in the school year following the school year in which the employee has completed the requirement of at least five (5) immediately consecutive preceding years of full-time employment; unless, in the judgment of the Governing Board, circumstances of such unusual and/or emergency nature exist that the employee's request for a date in such school year other than one of those noted should be approved.

17.2.2 The employee's request shall contain a statement as to the percentage of a full-time position that the employee elects to retain as part-time employment. The minimum part-time employment shall be the equivalent of one-half of the number of days of service and/or teaching unit equivalents required by the employee's contract of employment during employee's final year of service in a full-time position. The percentage requested must be one that is achievable in terms of service load when expressed in terms of equivalent duty days and/or teaching unit equivalents. Such election, when and as implemented by a contract, cannot be changed except by mutual consent of the employee and the employer.

17.2.3 The employee's request shall contain a statement as to the employee's preference for either (1) an assignment that will meet the academic year teaching unit equivalent and/or service load required by the part-time percentage assignment within the duty day calendar for the Fall or the Spring semester, or, (2) by assignments in both such semesters. Whichever pattern is implemented shall not be changed except by mutual consent of the employee and the employer.

17.3 Contract Stipulations

17.3.1 The terms and conditions of the part-time employment shall be stated in a contract between the employee and the employer. The contract shall include, but not be limited to the items noted below subject to the condition(s) noted:

17.3.1.1 The effective date of the change to part-time status, which date shall be no more than five (5) duty days different from that requested by the employee.

17.3.1.2 The percentage of part-time employment, which shall be as nearly as practical to that requested by the employee.

17.3.2 Compensation

17.3.2.1 The unit-member shall be paid a salary which is the pro rata share of the salary the unit-member would be earning had the part-time election not been made.

17.3.2.2 The District and unit-member will make contributions toward STRS in the same manner and amount required, had the unit-member been employed full-time.

17.4 State Compliance

17.4.1 This article is intended to implement Education Code Section 87483. The provisions of section 87483 concerning provisions of the article will prevail over this article's provisions.

17.4.2 The provisions or rules of the STRS will prevail over the provisions of this article.

17.4.3 Every unit member applying for retirement phase-in must contact STRS and follow procedures required by STRS.

ARTICLE 18

HOLIDAY LEAVE

18.0 Unit members shall be entitled to the following unpaid holidays:

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day

18.1 Specific and actual dates of such holidays shall be observed as shown on the Academic Calendar.

ARTICLE 19

SICK LEAVE

19.0 FULL-TIME

19.0.1 All full-time unit members shall be granted sick leave accrued at the rate of one (1) day per working month for the academic year.

19.0.2 All new full-time members shall be credited with unused accrued sick leave that was accrued in another California school district immediately preceding employment provided the member supplies District with proof of such accrual within six (6) months of initial employment.

19.0.3 Any unused accrued sick leave will be accumulated indefinitely for full-time members. No accrued days will be compensated for in terminal pay.

19.0.4 Accrued sick leave for full-time members will be maintained and accrued while on short term military, sabbatical and exchange teaching leaves of absence.

19.0.5 Full-time member absence for sick leave will be deducted as follows:

1. Absent during the a.m./one-half day will be deducted.
2. Absent during the p.m./one-half day will be deducted.
3. Absent during a.m. and p.m/one day will be deducted.

19.0.6 The Chancellor may require from the members physicians a statement that the member is able to fully perform job duties upon return from illness or injury leave.

19.0.7 Sick leave of absence need not be accrued prior to taking such leave of absence, but the employee will be credited with the year's sick leave at the start of the fiscal year. In the event that the employee terminates employment with the District, and has used credited sick leave, which has not yet been earned, the District may deduct the amount of the used, but unearned, sick leave from the employee's final salary warrant.

19.1 PART-TIME

19.1.1 Part-time unit members shall accrue cumulative sick leave each semester based on the actual hours worked each week during the regular academic year. Part time accrued sick leave is forfeited if not employed for three (3) consecutive semesters.

19.1.2 Part-time member absence for sick leave shall be deducted on an hourly basis. The exact number of hours absent per class will be deducted for each absence due to illness.

ARTICLE 20

PREGNANCY AND DISABILITY LEAVE.

20.0 Member shall be granted a disability leave when required to be absent from duty because disability caused by pregnancy, miscarriage, childbirth and recovery therefrom.

20.1 Upon verification of pregnancy, member shall inform her Department Chairperson/Coordinator or Dean, as appropriate.

20.2 Length of leave will be for the period of actual disability as determined by the employee and employee's physician. Chancellor may require physicians' statement or other proof and may require such proof updated from time to time.

20.3 A member disabled due to pregnancy, miscarriage, child- birth and recovery therefrom is entitled to use her accumulated sick leave and entitled to other health or disability benefits as are received by other employees who are temporarily disabled, but only to the extent that such benefits are received by other temporarily disabled employees.

ARTICLE 21

INDUSTRIAL ACCIDENT/ILLNESS LEAVE

21.0 A regular unit-member who must be absent from duty because of an accident or illness arising out of the course and scope of employment shall be eligible for industrial accident and illness leave. The injury or illness must be judged by the District's Workers Compensation carrier as qualified for Workers Compensation.

21.1 Allowable leave shall be for 60 days during which school is in session or days when the unit member would otherwise have been required to perform work for the District.

21.2 When an industrial leave overlaps into the next fiscal year, the unit-member shall be entitled to only the amount of unused leave due him or her for the same illness or injury.

21.3 Allowable leave shall not accumulate from year to year.

21.4 Industrial accident or illness leave shall commence on the first day of absence.

21.5 During any month in which the absence occurs, the District will pay the unit-member the portion of the salary due for the month, which when added to the unitmember's temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in payment of full salary.

21.5.1 The employee may endorse the temporary disability indemnity check to the District. The District, in turn, will pay the employee's full salary.

21.5.2 Regardless of the temporary disability indemnity award, the industrial accident or illness leave shall be reduced by one day for each day of authorized absence.

21.5.3 The phrase "full salary" shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code.

21.6 Upon expiration of the sixty days of industrial accident or illness leave, an employee may elect to take as much of accrued sick leave as is necessary which, when added to the temporary disability compensation, will result in payment of not more than the employee's base monthly salary. The employee may also elect to receive substitute differential pay (the difference between the employee's pay and the amount paid the substitute) as provided by the District for extended illness leave, or until income protection insurance, if any, takes effect. For the purposes of these leaves, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave.

21.7 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

21.8 Periods of leave of absence, paid or unpaid, taken under the provisions of this article, shall not be considered a break in service of the employee.

ARTICLE 22

BEREAVEMENT LEAVE

22.0 Full time members are entitled to bereavement leave, up to three consecutive days (five consecutive days if out-of-state travel is required) per occurrence, and at the time of occurrence, with pay, for a death in the immediate family. Immediate family, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daugher, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee;

22.1 Bereavement leave of two days per occurrence will be granted without loss of pay in the event of the death of one of the following members of the employee's family; sister-in-law brother-in-law.

ARTICLE 23

PERSONAL NECESSITY LEAVE

23.0 Members may use accumulated sick leave, not to exceed six (6) days per year, during the regular academic year, for this leave.

23.1 Personal necessity leave shall be granted only for one or more of the following reasons (the days are non-accumulative from year to year).

23.1.1 No advance notice required.

23.1.1.1 Death of a member of the immediate family (in addition to the normal allowance for bereavement leave) as defined by statute, means the mother, father, grandmother, grandfather, of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, of the employee or any relative living in the immediate household of the employee;

23.1.1.2 Accident involving your person or property, or the person or property of your immediate family, or such a nature that your immediate presence is required during the work day;

23.1.1.3 Serious illness of members of the immediate family. (Immediate family is same as defined in Bereavement Leave.)

23.1.2 Advance Notice (Approval Required)

23.1.2.1 Appearance in court as a litigant or witness under official order. Return to work is required where it is not necessary to be absent for the entire day. Advance notice shall be at least five (5) work days.

23.1.2.2 Up to two (2) days may be used for religious holidays/observances which the member asserts are of such moral/ethical significance that it is a personal necessity to be absent from work. Advance notice shall be at least five (5) work days.

23.1.2.3 Up to two (2) days for other emergencies or personal business which cannot be accomplished during non-working hours. Advance notice to be as soon as reasonable under the circumstances.

ARTICLE 24

LEGAL & CIVIC DUTIES

24.0 Members shall be granted a leave of absence to appear as a witness in court, other than a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee;

24.1 Such leave(s) shall be granted, with pay, in an amount not to exceed the difference between the employee's regular earnings and any amount he/she received for jury duty or witness fee, exclusive of mileage and meal allowances;

24.2 Employees shall return to work during any day in which they do not have to report to court.

ARTICLE 25

UNPAID LEAVES

25.0 CHILD-REARING LEAVE. A personal leave with with one hundred percent (100%) of the District required fringe benefit payments may be granted by the Board for a maximum of six (6) months for a child rearing leave when in an unpaid leave status. The leave must begin at the time of maternity, paternity or adoption, or within close proximity of that date, and terminate at the end of a semester.

25.1 LEAVE FOR EXCHANGE TEACHING. Upon recommendation of the Chancellor and Board approval, a leave of absence on a yearly basis (two consecutive semesters) may be granted to permanent regular instructors for exchange teaching; provided, the applicant agrees, in advance, to return to full-time service of the District for at least one (1) year upon completion of the exchange teaching assignment. Credit for such service on the salary schedule and all other fringe benefits shall be granted on a year-for-year basis.

25.2 MILITARY LEAVE. Unit members will be granted military leave in accordance with provisions of the Education Code and Military and Veterans Code upon submission of official orders to the District by the affected employee.

25.3 LEGISLATIVE LEAVE

25.3.1 Any regular employee elected to the State Legislature shall be granted a leave of absence without pay and benefits for the duration of his/her elected term of office, if requested by the employee.

25.3.2 The employee must resume his/her full duties within six (6) months after his/her term of office expires.

25.3.3 Compensation for any part-time service by an employee on legislative leave shall be on a pro-rata basis of the employee's full time salary at the beginning of the legislative leave.

25.3.4 Upon completion of the term of office, the employee shall be reinstated to a comparable (unless otherwise agreed) position to the one he/she held prior to his/her election.

25.3.5 Any person employed to take the place of an employee who has been granted a legislative leave shall have no right to such position following the return of such employee to the position.

ARTICLE 26

PROVISIONS REGARDING LEAVES

26.0 District has sole and exclusive right to grant or deny requests for early return from leave, or, cancellation of approved leave.

26.1 Regular members may be granted a leave without pay for not more than twenty (20) assigned duty days in any one (1) academic year at the sole discretion/approval of the Chancellor.

26.2 Regular and contract members may be granted leave without pay for any period of time up to one (1) year upon Chancellor recommendation and sole discretion/approval of the Board.

26.3 Unless otherwise indicated, time on paid leave will be counted as time in service for all rights and benefits for fulltime members (or unpaid leave of less than twenty-one (21) days). Members on unpaid leave over twenty (20) days shall be eligible for and retain fringe benefits of their position (in accordance with each specific insurance program, carrier, and District requirements) by paying monthly prior to the tenth (10th) day of the month, in advance, the full District and member costs of any such program(s). Members not electing to pay such total costs shall have such benefits rescinded until return from leave.

26.4 Unless otherwise indicated, leaves may be extended by mutual agreement between the unit member and District on an individual basis and without, in any case, establishing precedent for any other extension to any other member under the same or similar circumstances.

26.5 Members must be in active employment or on paid leave to earn or use sick leave. A full time member on leave without pay retains accrued sick leave but shall not accrue additional days during such absence.

26.6 Full time members who have exhausted their sick leave and are absent from work due to illness or injury for a period of five (5) school months or less, shall receive the difference, if any, between a substitute salary, if hired, and their regular salary during the period of such absence, to a maximum of five (5) school months during the regular academic school year.

26.7 Employees on leave for the year must notify the District by February 15 of intent to return.

26.8 The District may verify leaves of absence, or require employee to verify leaves of absence. The verification required by the District will not be unreasonable. The District may require physical or medical examinations to determine ability to provide services, provided the District pays the cost of the examination. The District need not pay for pre-employment examinations.

26.9 No payment of salary or fringe benefits will be provided employees on unauthorized leave. No payroll warrant shall be issued for the benefit of an employee who has not faithfully performed all the duties prescribed.

26.10 The provisions of this article specify minimum leave requirements. The District may provide additional leaves upon approval of the Chancellor.

ARTICLE 27

LEAVES

27.0 Leave for Professional Growth Activities

Upon recommendation of the Department Chair/Coordinator and approval of the Supervising Dean, or, by the Supervising Dean and approval by the President, a member may be authorized to attend conferences, professional association meetings, special meetings, and other activities designed to provide professional growth opportunities to the members. Such leaves are subject to the following guidelines:

27.0.1 Activities shall be related to the specific professional/teaching area of the member, or,

27.0.2 Activities shall be pertinent to the educational objectives of the Department and College, or,

27.0.3 Activities shall provide innovative ideas, update teaching techniques/methods, and present new areas for growth in the members teaching area.

27.0.4 Activities shall not require the member to be absent from scheduled classes more than five (5) work days during an academic year. Extension may be granted with the approval of the supervising dean or President.

27.0.5 Within the fiscal constraints of District, funds for substitute instructors, and, for defraying professional growth activities expenses may be provided.

ARTICLE 28

CERTIFICATED PROFESSIONAL GROWTH AND DEVELOPMENT

28.0 INTENT

The Governing Board of the West Valley Joint Community College District has established a monetary incentive progam to encourage the continued professional growth of the certificated instructional staff of the District.

28.1 ELIGIBILITY

All tenured instructors, librarians and counselors who have reached Step 12 of Column D, E or F, who are presently evaluated by the mode A process, and who have been on a growth step for three years shall be eligible for consideration for advancement to the next appropriate growth step.

28.2 PROFESSIONAL GROWTH AND DEVELOPMENT COMMITTEE

28.2.1 Membership--The Chancellor's PG&D Committee shall consist of four (4) tenured faculty members appointed by the Association and two (2) other persons, one appointed by each of the college presidents.

28.2.2 Term of Appointment--The members shall serve a period of four (4) years on a staggered basis.

28.2.3 Chairperson--The member, having fulfilled one (1) year of the four-year term, shall serve as chairperson for one (1) year beginning with the member's second year on the committee.

28.2.4 Responsibility

The PG&D Committee is responsible for establishing all rules and regulations necessary for implementation of this policy, subject to approval of Chancellor.

The PG&D Committee is responsible for:

28.2.4.1 Publishing all rules and regulations necessary for implementation of this policy as well as remaining in compliance with such rules and regulations.

28.2.4.2 Implementing this policy's intent of encouraging and nurturing the professional growth of eligible members.

28.2.4.3 Soliciting and receiving proposals, requests for modification of approved proposals, and compliance reports in a timely manner.

28.2.4.4 Reviewing and requesting modifications or clarification, if necessary, of proposals and compliance reports.

28.2.4.5 Certifying that the project has been satisfactorily completed and an approval compliance report is on file in the Chancellor's Office.

28.2.4.6 Transmitting the Committee's recommendations to the Chancellor.

28.3 DEFINITIONS

28.3.1 Growth Steps--There shall be four (4) steps at 1.03, 1.06, 1.09 and 1.12 as applied to Step 12 of Column E or F and at 1.03 and 1.06 as applied to class D.

28.3.2 Proposal--A description of the objectives of the project, including the means by which evidence of professional growth and development can be presented.

28.3.3 Project--An approved proposal which is the equivalent of eight (8) units of academic work from an accredited institution and completed within three (3) years of the date approved.

28.3.4 Unit--A credit hour of acceptable course work from an accredited institution or twenty-four (24) hours of acceptable alternative work.

28.3.5 Compliance Report--Documentation substantiating completion of the goals and objectives of the project.

28.4 PROJECTS

28.4.1 Criteria

28.4.1.1 Required--The project must be sufficiently focused on a central theme so as to produce a tangible outcome. The project must be related to an individual's current or possible future assignment and must benefit the student, college or community as appropriate.

The project must not involve:

(a) Substantial duplication of activities from preceding growth projects.

(b) Released time.

(c) Any form of financial compensation by the District in the execution of the activities.

(d) Sabbatical leave activities.

(e) Activities which are part of one's paid duties and responsibilities.

(f) Activities completed prior to the approval of the project, unless the Chancellor determines such approval would serve the educational needs of the District.

28.4.1.2 The project should contain experiences new to the individual and the project should contain multiple activities.

28.4.2 Approved activities

28.4.2.1 Course work at an accredited institution. All course work shall be at the upper division or graduate level from an accredited academic institution. Lower division course work may be acceptable if it is an element of a prooosal whose theme is retraining. All course work must be completed within the three (3) year period following initiation of a project, and a grade of C or better must be obtained for all credits.

28.4.2.2 Curriculum development relative to the needs of community college students. Curriculum oroposals are eligible when suggested and/or recommended by program review and that benefits the department, college or District and is based upon established department, college and/or District goals.

28.4.2.3 Participation in appropriate workshops. A workshop participation activity requires that the proposal including it contain specific information regarding the theme of the workshop and its relationship to the overall project theme, when and where the workshop will be held, and projected hours of attendance. One full day (8 hours) of workshop participation will be valued at one-third (1/3) unit.

28.4.2.4 Exemplary contributions to college and professional committees and organizations. College committees and organizations are designated as either major or minor by the PG&D committee, subject to the approval of the Chancellor. Membership on a major committee is valued at one (1) unit for each year of participation. Serving as chairperson of a major committee is worth one (1) additional unit for each year in that capacity. Membership in a minor committee is valued at one-half (1/2) unit for each year of participation. Serving as chairperson of a minor committee is valued at 1/2 unit for each year of participation. Serving as an officer of a state or national professional organization is valued at one(1) unit for each year in that capacity. The achievements of the committee or organization of which the individual was a participant must be summarized in the compliance report, and related to the overall project theme.

28.4.2.5 Travel related to the individual's discipline. Any travel must produce a tangible outcome that can be used to enhance an individual's ability to carry out their academic responsibilities.

28.4.2.6 Authorship of technical or professional articles, studies, or books. An article has a value of up to two (2) units; a study also has a value up to two (2) units; and a book can be valued up to eight (8) units. The Professional Growth and Development Committee will determine the values on a case-by-case basis. Evidence of publication of the article, study, or book must be included in the compliance report.

28.4.2.7 Research activities related to the classroom or institution. Research activities must be apart from one's expected paid duties as an employee of the District.

28.4.2.8 Related work experience contributing to increased expertise within the discipline. Work experience which is part of an internship and for which there is no compensation may be included as part of a project.

28.4.2.9 Any other activity which the individual might demonstrate as evidence of professional growth and development. Any individual project which has a central theme and whose results can be measured in terms of a written product or a specific contribution to students, the institution, District, and/or community may be accepted.

28.5 PROCEDURE

28.5.1 Written proposals may be submitted to the Committee by the fourth Friday in January of the year prior to the first placement on Step 12 or an anticipated growth increment step.

28.5.2 Proposals shall include a clearly written description of the project, its objectives and an explanation of how the project will be accomplished; how it is related to the professional growth of the applicant, and how it will benefit the student, the District and/or the community.

28.5.3 The Committee shall consider each proposal or project modification request and approve or reject it. The Committee may request modification or clarification of proposals, if necessary, prior to approval or rejection. The Committee shall notify each applicant in writing by the fourth Friday of March of the approval or rejection of the proposal together with the reasons for rejection. All proposals will be forwarded to the Chancellor by April 1.

28.5.4 The Chancellor will review the proposals. The Chancellor will meet and confer with the Committee by May 1 if there are any questions concerning any of the approved or rejected proposals.

28.5.5 No proposals will be considered after the last Friday in March. Applicants whose proposals are not approved may submit new proposals in the following acedemic year.

28.5.6 Applicants whose proposals are rejected by the Committee may appeal in writing to the Chancellor by the second Friday in April.

28.5.7 Decisions of the Chancellor may be appealed to the Governing Board through the office of the Chancellor.

28.5.8 Projects must be completed within three (3) years of the date approved. Activities undertaken prior to approval of the proposal may not be included in the project nor will prior activities be included in certifying completion of the project.

28.5.9 Modifications and extensions to the original project due to illness or other extenuating circumstances may be granted by the Committee upon the applicant's written request.

28.5.10 A written report of compliance shall be submitted to the Committee no later than the first Friday of April of the year of the project's eligibility date.

28.5.11 All compliance reports with the Committee's written recommendations attached shall be forwarded to the Chancellor by the first Friday of May. A copy of the recommendation shall also be delivered to the applicant.

28.5.12 Recommendations of the Committee can be appealed in writing to the Chancellor after May 1.

28.5.13 The Chancellor shall meet and confer with the Committee by May 15 should there be any questions concerning the report of compliances.

28.5.14 Decisions of the Chancellor may be appealed to the Governing Board through the office of the Chancellor.

28.5.15 The Chancellor will present the compliance reports to the Governing Board by June 1 with the understanding that the final decision rests solely with the Governing Board.

ARTICLE 29

SABBATICAL LEAVE

29.0 Eligibility. An applicant for a sabbatical leave must have rendered full-time service in the District:

29.0.1 Teaching Faculty. For at least six (6) consecutive years immediately preceding the sabbatical leave, and thereafter, for one (1) year of sabbatical leave upon completion of each additional six (6) years of full-time service.

29.0.2 Non-teaching Faculty. For at least seven (7) consecutive years immediately preceding the sabbatical leave, and, thereafter, for one (1) year of sabbatical leave upon completion of each additional seven (7) years of full-time service.

29.1 Computation.

29.1.1 No absence from the District under a leave of absence, other than a sabbatical leave, shall be deemed a break in the continuity of service, and, the period of such leave shall not be included as service in computing the six (6) or seven (7) consecutive years of full-time service required.

29.1.2 Credit for one (1) academic year is earned when the member has worked seventy five (75%) of the total number of teaching days in that academic year for more than sixty (60) percent of the hours per week required for the members full-time assignment.

29.1.3 Periods of service intervening between two (2) separate six (6) months sabbatical periods shall be counted toward the service required for a subsequent sabbatical leave.

29.2 Extent and Distribution of Leaves

29.2.1. The number of members on sabbatical leave at any one time shall not exceed a number that will generate a cost to the District of $75,000 annually.

29.3 Compensation While on Sabbatical Leave

29.3.1 The following types of sabbatical leaves will be granted:

29.3.1.1 One half-year on full salary.

29.3.1.2 One full year on one-half salary. (Two semesters shall be deemed as one full year; one semester as one half year. An employee may have the option of requesting two semesters rather than one full year, but the two semesters must be taken within a three-year period. If this plan is followed, the time between the semesters of leave shall be credited to the next six- or seven-consecutive-year term.

29.3.2 Compensation during the course of the sabbatical leave shall be under the same system employed while the member is on regular duty. A sabbatical leave for work experience will not be granted for gainful employment, although a salary may be accepted. The salary from such sources plus the member's district sabbatical leave salary may not exceed what the member would have earned, had the member not accepted the leave. If there is an excess from such outside sources, the member's district sabbatical leave salary shall be reduced in the amount of that excess. Any exceptions to this provision may be granted only on petition to the Chancellor.

29.3.3 Income from scholarships, fellowships and assistantships, together with the sabbatical leave salary, shall not exceed the amount the member would have been paid had the member not been on sabbatical leave. Any exception to this provision may be granted only on petition to the Chancellor.

29.3.4 During his sabbatical leave, a member shall receive all benefits normally accruing to him, just as if he were performing his full duties on campus.

29.3.5 Sabbatical leave time shall be credited as regular teaching time in advancement on the salary schedule, in retirement provisions, and in all other matters.

29.4 Purposes Suitable for Leaves

29.4.1 Sabbatical Leaves for Study

29.4.1.1 A certificated employee on sabbatical leave for formal study shall complete at least 12 semester units or 15 quarter hours of acceptable lower divison, upper division, or graduate work during the sabbatical year, not less than 6 semester units of which shall be completed during each semester or 5 quarter hours during each quarter of the leave. These courses, which shall be taken only at an institution accredited only by a recognized accrediting agency, shall be exclusive of correspondence courses.

29.4.1.2 Previous to such leave, the courses to be undertaken must be approved by the committee.

29.4.1.3 Transcripts or other written evidence of completion shall be submitted to the office of the dean of instruction within 30 days of the employee's return to duty, except that if credit is to be claimed for salary classification (or increment), transcripts must be filed in accordance with the salary schedule requirements.

29.4.2 Sabbatical Leave for Travel

29.4.2.1 Employees on sabbatical leave for travel shall remain in travel status for at least seventy-five percent (75%) of the teaching days each semester for which leave is granted.

29.4.2.2 Application for such leave shall include a general itinerary (which shall be considered to be to some degree flexible) of the proposed travel, together with a statement concerning the proposed objectives of the travel. Such travel must have as its basic objective the specific enhancement of the employee's teaching effectiveness or other service to the district.

29.4.3 Sabbatical Leave for Work Experience

29.4.3.1 Leave may be granted for work experience in the field in which the employee teaches or for study in schools maintained by a business or industry.

29.4.3.2 An employee granted a sabbatical leave for work experience shall work a minimum of 350 hours per semester.

29.4.4 Sabbatical Leave for Curriculum Development

Leave may be granted for curriculum work.

29.4.5 Sabbatical Leave for Other Purposes

29.4.5.1 Projects or other programs of activities submitted shall be in sufficient detail so that their value may be considered on a par with the above. (1 thru 4)

29.5 Reporting Upon Completion of Sabbatical Leave

29.5.1 Within thirty (30) days of a member's return to duty, a written compliance report shall be filed with the Sabbatical Leave Committee for forwarding to the Governing Board through the Chancellor.

a. The member's Dean/Designee or Department Chairperson/Coordinator shall assist the leave recipient in sharing with the appropriate segment of the college commuity the experience of the leave.

29.6 Employment Status

29.6.1 At the expiration of the sabbatical leave, the employee shall be reinstated in a position equivalent to the duties to that held by him at the time of the granting of the leave, unless he otherwise agrees in writing prior to his leave to any modifications in his duties. The employee is obligated to render at least two years' service to the District following the return of the employee from sabbatical leave. The employee must furnish a bond indemnifying the Governing Board against loss of the cost of the employee's sabbatical leave in the event the employee fails to render at least two years' service following his return from sabbatical leave. Such indemnifying bond shall be filed in the personnel office prior to the beginning of the employee's leave and before any compensation shall be paid to the employee under the terms of the sabbatical leave article.

29.7 Accident, Illness or Death

29.7.1 Interruption of the program for which the sabbatical leave was granted by accident or illness, evidence of which is satisfactory to the sabbatical leave committee, shall not prejudice an employee regarding fulfillment of the conditions of the program for which such leave was granted, nor affect the amount of compensation to be paid such employee under the terms of such sabbatical leave; provided, however, that the committee has been promptly notified of such illness or accident. This notice shall be by registered or certified mail within 15 days of such illness or accident.

29.8 Selection Guidelines for Determining Priority

29.8.1 Priority in the selection of applicants for sabbatical leave shall be given primarily in terms of the value of the leave to the District as a whole. (50% suggested) It is preferable that the names of the applicants remain unknown to the committee during this portion of the selection process.

29.8.2 The probable value of the applicant's contribution may be based in part on his contribution to the Distict in the past. (30% suggested)

a. Scholarship may be indicated by the applicant's previous professional accomplishments or contributions in college, workshops, committee work, or individual projects and studies.

b. Leadership, if his contributions will be in terms of leadership, may be estimated on the basis of previous leadership in any group activity in which he has participated, or in any administrative position within the District which he has filled.

c. If the applicant's contribution is to be in the arts, consideration shall be given to his previous activities in these fields.

29.8.3 Priority shall also be given in terms of: (20% suggested)

a. Length of service to the District.

b. Distribution of sabbatical leaves among the various divisions and administrative positions.

c. Needs of the individual applicant.

29.9 Application Procedure

29.9.1 Implementation of this policy shall be the responsibility of the Sabbatical Leave Committee. The Committee shall consist of two (2) members appointed by the Chancellor serving at the discretion of the Chancellor and four (4) members appointed by the Association serving staggered three (3) year terms. To effect the staggering of Association appointed member terms, the initial Association members shall draw lots to set the length of their original terms. One shall serve a one (1) year term, one (1) shall serve a two (2) year term, and two (2) shall serve three (3) year terms. The Chairperson shall be elected from the members appointed by the Association. The Chairperson shall be elected by a majority vote of the entire Committee and shall have served at least two (2) years before assuming the duties of the office.

29.9.2 Sabbatical leave applications shall be submitted to the committee chairperson by November 15 of the school year immediately preceding the school year for which leave is requested.

29.9.3 Sabbatical leaves will be granted effective on the date of the beginning of a semester only. The applicant may accept gainful employment during the summer prior to and/or immediately following the sabbatical year.

29.9.4 Applications for sabbatical leave will be reviewed by the committee, and those approved will be assigned a priority determined by the guidelines set forth above and forwarded to the Chancellor for transmittal to the Governing Board. At this time, applicants will be informed of the status of their proposals by the committee. In cases where the application is not approved, the applicant will be informed by the committee. The Governing Board will take action on the applications two months prior to the end of the school year preceding that for which leave is being applied. Action of the Board will be transmitted to the applicant by the Chancellor.

29.9.5 Should a recipient of a sabbatical leave be unable to use the leave, the Governing Board will be so notified by the Chancellor and shall grant a leave to the next recommended candidate, if any, approved by the Chancellor.

29.9.6 Applicants not granted leaves one year will not be given priority or preference for the following year. In the event the application is not approved and the applicant wishes to apply again the following year, a new application must be submitted and will be considered equally with other applications for that year. Failure to apply for a sabbatical leave when eligible does not affect in any sense a subsequent application.

29.9.7 Compliance with the requirements stated in this policy does not imply automatic granting of sabbatical leave. The final decision rests solely with the Governing Board.

29.10 Grievability

29.10.1 No grievance may be filed or processed in regard to any decision of the Sabbatical Leave Committee or this sabbatical article process other than failure to follow the process established.

ARTICLE 30

WORK YEAR

30.0 Academic calendar

39.0.1 The base work year shall be one hundred seventy-five (175) days.

30.0.2 Other work days are assigned consistent with other terms of this agreement.

30.0.3 The District may schedule a voluntary staff development/orientation day.

30.0.4 The District and Association agree to the adoption of the following calendar as set forth in Appendix ___. This calendar may be changed by mutual agreement, or to conform with changes in law.

30.1 Extra Duty Days

30.1.1 Unit members required to work additional days beyond the normal work year will be paid at a prorated amount for additional days. Examples of these additional assignments are additional staff development days and counselor assignments. The prorated amount will be calculated as follows:

30.1.1.1 For one additional month (22 workdays) .1 X base salary

30.1.1.2 For additional individual days less than one week = 1/175 for each day.

30.1.2 Overload assignments, summer employment and voluntary assignments may be paid according to a separate mutually agreed contract or according to other applicable provisions of this agreement.

ARTICLE 31

FACULTY WORK LOAD

31.0 Definition of Teaching Work Load

Teaching faculty work load consists of an instructional assignment and other necessary activities and services beyond those involved in teaching classes. Teaching load, 80% of the total work load, includes all of the concomitants such as preparation, evaluation of students' work, consultation with students outside of class, maintenance of currency in the subjects taught and other efforts related to the teaching of the assigned classes. Full-time teaching faculty work load is 2.0 for the academic year as determined by the Hours and Load Factors Table and will usually be assigned throughout the week (Monday through Friday). Exceptions to this policy may be made on the recommendation of the Dean after consultation with the department chair /coordinator and the approval of the President. At least 20% of an instructor's work load shall consist of nonteaching activities. These activities include, but are not necessarily limited to the following:

31.0.1 Participating on committees, including department, college and/or district committees.

31.0.2 Developing and revising course outlines for those courses currently taught by the instructor, and/or department.

31.0.3 Developing new courses or modifying existing courses.

31.0.4 Participating in commencement exercises.

31.0.5 Participating in department and faculty meetings not in conflict with the teaching assignment of the instructor.

31.0.6 Maintaining accurate class records conforming with state requirements and meeting all reasonable administrative deadlines.

31.0.7 Communicating and interacting with the surrounding college community through such activities as voluntarily speaking before civic groups, etc.

31.0.8 Assisting the instructor's department chair/coordinator or dean by:

31.0.8.1 Evaluating full and/or part-time instructors.

31.0.8.2 Providing information necessary for courpiling departmental budgets and reports.

31.0.8.3 Supervising work-study students and classified personnel involved in the instructor's teaching area.

31.0.9 Instructors are responsible for maintaining office hours as posted on his/her door and as filed in the department office. Full-time instructors will schedule at least three office hours per week.

31.0.10 Instructors will maintain a schedule to fulfill their responsibililties to the district by scheduling professional activities on campus each day of the academic year. Scheduling exceptions may be made by the dean with consultation with their department chair/coordinator and approval by the president.

31.1 Days and Hours of Work

The president or designee shall assign the certificated staff upon consultation with the department chair/coordinator. Contract and regular certificated employees shall be given preference in the assignment of classes in their discipline before assignment of other certificated personnel. A certificated contract or regular employee's schedule shall usually be estalished by seeking mutual consent between the employee and her or his department chair/coordinator and ideally should not exceed a 5 hour span without agreement of the instructor. However, the president or designee retains the discretion to assign certificated employees to a schedule of duties necessary to meet the needs of the District. Such assignments shall, to the extent appropriate, be rotated among certificated employees on a semester basis.

31.1.1 All contract and regular certificated employees shall be employed as ten month or eleven month employees. All 10 month employees shall be available to perform service for the 175 days of the regular academic year. All 11 month contract and regular certificated employees shall be available to perform services for the 175 days of the regular academic year and 22 additional days. Unit members required to work additional days beyond the normal work year will be paid at a prorated amount for additional days. Examples of these additional assignments are additional staff development days and counselor assignments. The prorated amount will be calculated as follows:

31.1.1.1 For one additional month (22 workdays) = .1 x base salary.

31.1.1.2 For additional individual days less than one week - 1/175 for each day.

31.1.2 Overload assignments, summer employment and voluntary assignments may be paid according to separate mutually agreed contract or according to other applicable provisions of this agreement.

31.1.3 The college day for instructional purposes is from 7:30 a.m. to 10:00 p.m. Classes may be scheduled at hours other than these with agreement between instructor and the department chair/coordinator and approval of the instructional dean.

31.1.4 Determination of the class schedule shall be made by the Dean in consultation with the department chair/coordinator, and shall not be based on the needs of an individual for employment.

31.2 Calculating Teaching Load

Teaching load is based on a percentage factor assigned to each course in the curriculum according to the following formula:

$$\frac{x}{\text{Base 1}} + \frac{y}{\text{Base 2}} = \text{load for lecture and/or lab courses}$$

Where: x = number of lecture hours assigned to a particular course.

y = number of laboratory hours assigned to a particular course.

and Base 1 = number of lecture hours which constitute a full teaching load per semester. (See Hours and Load Factors Table.)

and Base 2 = number of lab hours which constitute a full teaching load per semester. (See Hours and Load Factors Table.)

Hence, in calculating a teaching assignment for an instructor, load factors for each course are added to total 1.0 per semester and 2.0 for the academic year. An annual load range of 1.95 to 2.05 shall be considered as fulfilling the teaching load requirement. In the event a load for the academic year does not total between 1.95 and 2.05, it shall be adjusted within three semesters by (1) adjusting subsequent teaching load, or (2) by fulfilling other activities which may be assigned to an instructor by the dean in consultation with the instructor and department chair/coordinator.

31.3 Other Certificated Loads

31.3.1 The workloads for non-teaching certificated personnel, e.g. Librarians, faculty development design specialist and Counselors, is a 37-1/2 hour week.

31.3.2 The following guidelines will be used by Deans in preparing work assignments for non-instructional faculty.

31.3.2.1 Thirty (30) hours per week will be assigned in the primary area of responsibility.

31.3.2.2 Seven-one-half (7-1/2) hours per week will be scheduled for meetings, committee work, preparation and professional development.

31.3.2.3 Loads for counseling courses taught as part of the 30 hr. assignment shall be calculated by reducing the 30 hour work load as follows: Hour Load Reduction = Course Load Factor x 30, i.e., for a course having a load factor of .200 the Hour Load Reduction will be .200 x 30 = 6 hrs.

31.3.2.4 Non-teaching certificated personnel have the option of teaching one class other than courses in their primary area of responsibility as part of their load subject to the reassignment policy set forth in section .

31.4 Work Experience Faculty Advisors

Instructional load in work experience education is based on the number of students for which the instructor is responsible. A full load consists of 125 students which is equivalent to a 15-hour lecture assignment. Twenty five (25) students is 1/5 of a full-time load and is equivalent to a three-hour lecture assignment (.200 of a load). Load for one student is one divided by 125 for a .008 load factor. A maximum of 25 students per semester may be assigned to a full time instructor.

31.5 Television Courses

All television courses shall be assigned a load factor using B=18 as the Base for class sizes of 59 or less students. Television courses with class sizes exceeding 60 students shall be assigned the same load factor as if the Base = 15.

Telecommunication courses which are developed by instructors shall be subject to separate negotiated contract conditions with the District for future use.

31.6 Contract Education

Instructors involved with contract education shall be remunerated on a separate negotiated contract.

31.7 Directed Studies

Instructional load in directed studies is based upon the number of students for which the instructor is responsible. The load per student shall be .008 load factor and a maximum of 10 students per semester may be assigned to an instructor. Exceptions may be made upon recommendation of the Dean and approval of the president.

31.8 Summer School Load Policy

Contract and regular certificated employees shall be given preference in assignment of classes in their discipline before assignment of other certificated personnel. Summer school teaching assignments made by the college president, or designee, are limited to .400 of a full-time assignment during a regular semester. Exceptions may be made with the approval of the Chancellor, or designee.

31.9 Part-time Instructor Teaching Load

Part-time instructors shall not be assigned a load greater than 0.600 in any semester. Advancement on the salary schedule will be based on two semesters of instruction one of which may be summer. Persons teaching under a limited services credential are restricted to a maximum of .400 percent of a full-time load during a semester. Part-time instructors are responsible for keeping office hours at .5 hours per week for each class taught.

31.10 Leave Replacements

No leave replacement should have more than 1.0 semester load.

31.11 Overload Policy

Certificated employees may elect with the approval of the supervising dean, one class not exceeding six hours in addition to their full time assignment. Exceptions must be approved in advance by the president. Such overload assignments may only come from the following:

31.11.1 Classes/work assignments which begin on or after 4:30 p.m., or in which 2/3 or more of the class hours occur after 4:30 p.m. Exceptions must be approved in advance by the president.

31.11.2 Work experience.

31.11.3 Directed studies.

31.11.4 Television courses.

31.11.5 Community services classes.

31.11.6 Part-time administration (evening).

31.12 Class Size

31.12.1 Class sizes are determined by the college president or designate, in consultation with the appropriate department chair. Class size may be less than maximum depending on the size and availability of classrooms, methodology, strategy of instruction or established professional standards, or more than maximum with the approval of instructor.

31.13 Large Enrollment Assignments

In assignments where instructors are teaching large classes, loads may be based on WSCH subject to the approval of the Instructional Dean. At least 825 WSCH as of the first census day is required for an adjustment in weekly contact hours. An adjustment shall be limited to one class (3 hour maximum) reduction in assignment during the subsequent semester. Exceptions to this policy may be recommended by the Deans and approved by the College President.

31.14 Cancelled Classes

Part-time and overload instructors will be paid for the fulltime of the first meeting of a class, not to exceed three hours, that has not been previously cancelled for underenrollment, and for a maximum of one hour for a second meeting of the class if requested by the dean and the course fails to achieve adequate enrollment to be continued.

If, during any particular semester, a full-time contract or regular certificated teaching faculty member's assignment is less than a full load because of a class cancellation due to low enrollment or attendance, the employee shall make up the load as directed in section 2. If the certificated employee has a part-time overload assignment, the employee shall agree to include the overload assignment as part of his/her normal load. Exceptions may be authorized by the dean. When an overload class has been cancelled, it shall not be replaced with an overload or part-time employee's course already assigned to someone else.

In consultation with the appropriate department chair, the college president or designated has the responsibility of cancelling any class in which the enrollment is insufficient to warrant its continuance. Special consideration should be given for continuation of low enrollment classes:

31.14.1 Where a course is sequential course at the end of the sequence, i.e., a fourth semester of a foreign language course or a third semester of a calculus course.

31.14.2 Where the course is a requirement for an occupational program.

31.14.3 Where the course is new, experimental or innovative.

31.15 Assigned Time for Department Chairs/Coordinators

Department Chairs/Coordinator shall be recommended by the full-time faculty of the department for appointment by the dean. If the faculty and dean cannot reach agreement on the appointment, the appointment may be submitted to the college president for decision. Chairs serve a term of one year and may serve successive terms.

Assigned time is provided within the instructional unit to faculty to assist the dean. Department Chairs/Coordinators will assist the dean in such tasks as:

31.15.1 The preparation of class schedules.

31.15.2 Communicating with the faculty.

31.15.3 Conducting regularly scheduled department meetings.

31.15.4 Annually reviewing course and program information for the catalog.

31.15.5 The recruitment and selection of instructors.

31.15.6 Orienting new faculty to course objectives and college procedures, services and resources.

31.15.7 Serving as the first contact for instructor and student concerns.

31.15.8 With the development and administration of the instructional unit's budget.

31.15.9 Scheduling the use of the instructional units facilities and equipment.

31.15.10 By serving, as appropriate, on advisory committees.

31.15.11 Evaluating full and part-time faculty.

Department Chairs/Coordinators shall be evaluated at least annually by the Dean and full-time certificated members of the department/instructional unit.

31.16 Assigned Time

The assigned time shall be determined by formula. Total assigned time for the District shall not exceed 185 hours nor be less than 170 hours per semester. Assigned time is computed each February and revised, if necessary, for the following year.

For amount of assigned time which would be equivalent to less than a full class, the following options may be used at the discretion of the dean:

....Extra compensation at overload rate.

....Balance load over three semesters.

Assigned hours shall be posted the same as office hours and be distributed throughout five days a week.

ARTICLE 32

TRANSFERS CONCURRENT ASSIGNMENTS AND REASSIGNMENTS

32.0 TRANSFERS

32.0.1 Transfer. The placement, on either a voluntary or involuntary basis, of a contract or regular member in a college other than the one to which he/she has been previously assigned.

32.0.2 Voluntary Transfer. The placement of a contract or regular member to fill a vacancy in another college for which he/she is credentialed and qualified who has requested and been granted by the Presidents and Chancellor such request.

32.0.3 Involuntary Transfer. The placement of a contract or regular member to a position in another college for which he/she is credentialed and qualified without the members concurrence.

32.0.4 Reasons for Transfers:

32.0.4.1 When deemed necessary by the District to maintain programs and services or to meet District goals and requirements.

32.0.4.2 When necessary to fulfill a full-time assignment for a contract or regular member.

32.0.5 Transfer Criteria

32.0.5.1 Any contract or regular member may volunteer for any opening for which he/she is credentialed and qualified. The first consideration in any transfer will be to those who volunteer.

32.0.5.2 Where there is more than one qualified volunteer for an opening at a receiving college

32.0.52.1 The Chancellor shall refer the volunteers to the President of the receiving college.

32.0.52.2 The President of the receiving college shall determine, after consultation and recommendation of the supervising dean, department chair, and a representative of the sending college, which of the members is to be accepted to the open position.

32.0.5.2.3 Whenever a need is determined by the Chancellor to fill a position in an area, and there is a determined faculty surplus at the other college, each respective college shall make a concerted effort to secure a voluntary transferee, credentialed and qualified, prior to an involuntary transfer.

32.0.5.2.4 Where a vacancy occurs which would allow an involuntary transferee to return to his/her original college, he/she shall be given the opportunity to voluntarily return.

32.0.5.2.4.1 Where there are two (2) or more eligible involuntary transferees who volunteer to return, the Chancellor shall refer the volunteers to the President of the receiving college.

32.0.5.2.4.2 The President of the receiving college shall determine, after consultation and recommendation of the supervising dean, department chair, and a representative of the sending college, which of the members is to be accepted to the open position.

32.0.5.2.4.3 Involuntary transfers shall normally become effective at the beginning of the next regularly scheduled semester or term of instruction; or, when the Chancellor concludes such a transfer is in the best interests of the District at some other time.

32.1 Concurrent Assignment. Whenever feasible, concurrent assignments shall not be made on the same day at different colleges.

32.2 Reassignments. Reassignments of members between departments within a college shall be effected upon the recommendations of the department chairperson/coordinator, supervising Deans and decision of the college President. Reassignments shall be made to maintain full-time teaching loads for contract and regular members or when in the best interests of the college.

32.2.1 District may reassign a member to perform duties in any subject matter in which the member:

32.2.1.1 holds a valid California credential authorizing instruction in that subject matter area and fulfills one or more of the following:

32.2.1.1.1 holds a graduate degree in that subject matter, or,

32.2.1.1.2 holds a teaching major consisting of twenty-four (24) semester units with twelve (12) semester units of upper division and twelve (12) semester units of graduate courses in the subject area, or,

32.2.1.1.3 holds a teaching minor consisting of twenty-four (24) semester units with a minimum of twelve (12) semester units of upper division and/or graduate courses in the subject area, or,

32.2.1.1.4 possesses specialized skills, professional experience, or training enabling the member to perform required duties in that subject matter.

32.3 Notwithstanding any other provision of this agreement, the Chancellor shall have the responsibility and power to assign and/or transfer all employees to the position to which they are to serve when deemed to be in the best interests of the District.

32.4 When a full-time position is not filled through transfer or reassignment, the discipline will be represented throughout the selection process at a level to insure the recommended candidates provide excellence in education, while meeting the standards of the department.

ARTICLE 33

EVALUATION

Purpose

33.0 To improve instruction and educational support services; assist in the development of each staff member; provide guidance to board for continuance or non-continuance of employment of regular and contract unit members.

General Provisions

33.1 Regular members shall be evaluated at least once in every two academic years.

33.2 Contract 1 and 2 and Long-Term Substitute members shall be evaluated at least once in each academic year.

33.3 Part-time members may be evaluated at least once in each academic year at the discretion of the supervising dean.

STANDARDS

33.4 A standard form shall be adopted for use of the following categories:

a. Faculty
b. Counselors
c. Librarians
d. Student Evaluation for
  - Faculty
  - Counselors

33.5 The standard form for each category shall be developed by a committee comprised of one appropriate administrator from each college appointed by the chancellor. and one appropriate unit member from each college appointed by ACE for each of the three committees.

33.5.1 There shall be no paid release time granted for unit committee members.

33.5.2 Such forms shall be developed and distributed no later than November 1, 1985.

33.5.3 If agreement on forms is not achieved by members of the committee, the dispute shall be submitted to the Chancellor for decision.

33.6 Evaluation forms shall be designed to be quantatative (yielding a total point value) when completed. Observer forms shall include areas for subjective evaluation. Quantatative portions shall be designed to:

33.6.1 Contain specific areas of evaluation applicable to all members within each of the unit categories.

33.6.2 Provide quantatative portions for the development of an average mean score within the District against which the evaluatees' final score shall be measured. Such mean score shall once annually be prepared by the District Personnel Office reflecting the previous academic year mean scores attained.

MODES OF EVALUATION

33.7 There shall be four modes of evaluation:

a. Mode A
b. Mode B
c. Mode C
d. Mode D

33.8 Mode A - Regular members who have had a satisfactory evaluation in their previous formal Mode A evaluation shall be evaluated in accordance with the Mode A process.

Process:

33.8.1 The supervising dean may act as the team coordinator or shall appoint the appropriate department chair/coordinator as the evaluation team coordinator.

33.8.2 The team coordinator may, at his/her option appoint one or more regular faculty members to the evaluation team. Faculty members shall be from the evaluatees' discipline or a related discipline.

33.8.3 The team coordinator :

33.8.3.1 may meet with evaluatee to discuss elements of the evaluation.

33.8.3.2 may conduct observation.

33,8.3.3 shall conduct student evaluations.

33.8.3.4 shall collate quantatative data for measurement against the mean average of the category as established.

33.8.3.5 within 15 work days after the last observation or student evaluation is completed, whichever is later, for regular instructional, counselors and librarians he/she shall:

33.8.3.5.1 Provide evaluatee with a written copy of the evaluation.

38.8.3.5.2 Obtain evaluatees signature indicating his/her being furnished the copy. If the evaluatee refuses to sign, the team coordinator shall attach a memorandum to the copy indicating the date, time and place offered to the evaluatee and a statement that the evaluatee was offered and refused to sign the evaluation.

33.8.3.5.3 If SATISFACTORY recommend Mode A for the next scheduled evaluation.

33.8.3.5.4 If UNSATISFACTORY:

a. Recommend Mode B for the next evaluation, and

b. Establish written measureable objectives and strategies to raise performance to a satisfactory level. This should be joint with evaluatee. If evaluatee refuses to participate, the team coordinator shall establish, and. certify that the evaluatee was given a copy of such established objectives.

c. Forward all evaluations to the dean for subsequent placement in the official personnel file.

33.9 MODE B - Mode B evaluation shall occur at lest once each academic year for all Contract 1 and 2, Long-Term Substitutes and regular members scheduled as a result of previous Mode A unsatisfactory evaluation.

Process

33.9.1 The Supervising Dean shall be the evaluation team coordinator. He/she shall appoint the appropriate Department Chair/Coordinator and one or more unit members competent within the evaluatees' discipline or related discipline to be evaluated as team members.

33.9.2 The Supervising Dean shall:

33.9.2.1 Meet with the evaluatee to discuss the elements of the evaluation.

33.9.2.2 Elements shall include at least:

- a. The last unsatisfactory evaluation and the measureable objectives and standards established.
- b. All actions taken in response to the previous evaluation
- c. The process of Mode B evaluation which shall be conducted to include:
  - a. the evaluation forms.
  - b. the standards against which performance will be measured.
  - c. definition of the modes of evaluation.
  - d. conduct the observations and student evaluations.
  - e. collate the quantatative data for measurement.
  - f. Meet with evaluatee within 15 work days after the last observation or student evaluation is completed, whichever is later, to:
    - a. Provide evaluatee with a written copy of the evaluation and a signature of evaluatee indicating recipt of the evaluation. In the event of refusal to sign, follow Mode A

certifiction of offer and
refusal to sign.

Discuss

33.10 Current evaluation quantatative data compared to the last evaluation data.

33.11 The subjective portion of the evaluation compared with the last evaluation.

33.12 If the evaluation is satisfactory, inform evaluatee of the mode to be used in the next evaluation.

33.13 If the evaluation is unsatisfactory, establish measureable objectives and strategies to raise the level of performance to the satisfactory level. If the evaluatee refuses to participate, certify on the evaluation form such refusal as in Mode A evaluation.

33.14 Forward evaluation to president for placement in the official personnel file.

MODE C EVALUATION

33.15 Be implemented for those Regular and Contract 1 and 2, and Long-Term Substitutes who have received an unsatisfactory evaluation under Mode B.

33.16 Occur at a schedule determined by the President.

PROCESS

33.17 The President shall be the evaluation team coordinator and shall appoint the approoriate Dean and Department Chair/Coordinator, and at his/her option, unit members or members from the evaluatees' discipline or related discipline to the evaluation team.

33.18 The process shall be as described in Mode B evaluation process.

33.19 The President may conduct as many Mode C evaluations as he/she determines necessary to:

33.19.1 Enable evaluatee to improve his/her performance to a satisfactory level, or,

33.19.2 Recommend to the Chancellor appropriate disciplinary action or dismissal.

MODE D EVALUATION shall be used for part-time unit members.

PROCESS

33.20 The Supervising Dean shall appoint the Department Chair/Coordinator to arrange for a student evaluation during evaluatees first semester of hire.

33.21 In the event of any unsatisfactory student evaluation, the Department Chair/Coordinator shall, within ten working days, conduct an observation evaluation or appoint a regular faculty member to conduct such an observation.

33.22 If such observation evaluation is unsatisfactory, the student and observation evaluation shall be referred to the Department Chair/Coordinator for recommendation to the Supervising Dean to either:

33.22.1 Retain for the balance of the semester, or:

33.22.2 Immediate dismissal of the employee.

33.23 If the recommendation and decision is to retain, immediately meet with evaluatee and establish measureable objectives and strategies to improve performance to the satisfactory level.

33.24 Copies of satisfactory student evaluation are to be sent to the supervising dean.

33.25 The Department Chair/Coordinator shall arrange for collection of the quantatative data for comparison against the mean average of full-time faculty, and, provide evaluatee with a copy of the student evaluation.

33.26 Evaluation results are not the principal or sole criteria for any future assignments or re-hiring of part-time employees even though satisfactory in performance.

GRIEVABILITY

33.27 The grievance procedure shall not be used in this article for any reason other than failure to follow the procedural steps and process established herein.

ARTICLE 34

PART-TIME FACULTY

34.0 A part-time faculty member is one employed for no more than sixty percent of a full-time certificated employee's asignment and is designated by law as a temporary employee.

34.1 Part-time assignments will be offered after contract, regular, long-term substitute, and categorically funded positions are filled, and after overload assignments required by this agreement have been made.

34.2 When making certificated part-time assignments, first consideration shall be given to current part-time unit-members. Consideration of current part-time unit-members need not be given for courses outside the employee's discipline or to effectuate an increase in teaching load.

34.3 District personnel shall place an "Announcement of Employment Opportunity" on Faculty Bulletin Boards and in each division/institute. District personnel shall also send a copy of each announcement concerning unit-member positions to ACE.

34.4 Part-time unit-members may submit applications for full-time positions of interest to such unit-members. The District will maintain such applications on file for 12 months. The unit-member's application will be considered when the vacancy occurs. Reasonable efforts will be made by department chairs to notify part-time unit-members of all available positions in their discipline.

34.5 The decision to replace a part-time instructor with a full-time instructor to bring the full-time instructor up to a full load shall be made by the Dean no later than 2 weeks from the start of the semester. The semester shall be deemed to start on the first class scheduled for the full-time employee, when the scheduled class is subsequently canceled.

34.6 Other provisions of this agreement applicable to part-time faculty are indicated as such in other articles or appendices.

ARTICLE 35

GRIEVANCE PROCEDURE

35.0 Purpose. To provide an orderly procedure for reviewing and resolving alleged grievances at the lowest possible administrative level.

35.1 Definitions

35.1.1 Grievance. A formal written allegation by a unit member that there has been a specific violation, misinterpretation or misapplication of the provisions of this Agreeement.

35.1.2 Grievant. Any member of the unit covered by the terms of this Agreement; or, ACE when an alleged violation of Association Rights Article, or, where no specific member of the unit has been aggrieved.

35.1.3 Day. Any day on which the District Administrative offices are open to the public for business.

35.1.4 Immediate Supervisor. First level of management having responsibility for supervision of the grievant who is not within the same bargaining unit as the grievant.

35.2 Confidentiality. To encourage fair and timely grievance review, it is agreed that from date of filing until final completion, neither the grievant, ACE nor District shall publically comment upon the grievance or any evidence in its support.

35.3 Release Time. District shall grant release time from assigned duties, except during class meeting times for the grievant and one (1) ACE representative, should the grievant so desire, for the purpose of meeting with management for resolution. Release time shall not include any release time for investigation or preparation related to the grievance.

35.4 Who May File a Grievance

35.4.1 Any current member of the unit.

35.4.2 Any ACE authorized officer acting on behalf of ACE as a grievant.

35.4.3 Any ACE officer authorized in writing to file a grievance on behalf of a current unit member.

35.5 Who May Represent a Grievant

35.5.1 An authorized ACE representative.

35.5.2 The grievant.

35.5.3 Grievant representative of his/her own choosing other than an agent of an employee organization other than ACE.

35.6 Additional Provisions

35.6.1 No Contract employee or non-tenured unit member may use this procedure in any way to appeal discharge, non-reemployment, or any decision by the Board to not renew his/her contract or employment.

35.6.2 No regular (tenured) member shall use this procedure to dispute any action of the Board which complies with State or Federal Laws or Regulations.

35.6.3 No member shall use this procedure to appeal any Board decision if such decision is applicable to or in compliance with a State or Federal regulatory commission or agency.

35.6.4 No member shall use this procedure where a State or Federal law has established an Agency with jurisdictional responsibility for resolving such disputes or causes alleged.

35.6.5 Any grievance or alleged grievance occurring prior to the effective date of this Agreement shall not be processed in accordance with this procedure.

35.6.6 Any grievance or alleged grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed in accordance with the terms of this Agreement.

35.7 Time Limits

35.7.1 Within twenty (20) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member shall request a discussion of the alleged grievance with their immediate supervisor.

35.7.2 A grievant who fails to comply with established time limits at any step shall forfeit all rights to further processing relative to the grievance in question.

35.7.3 District failure to respond within established time limits at any step entitles grievant to proceed to the next step of the process.

35.7.4 Time is of the essence in all processing of grievance. Time limits and steps msy be waived by mutual consent of the parties.

35.8 Procedural Steps

35.8.1 INFORMAL DISCUSSION. Within twenty (20) days of the time an alleged grievance becomes known or should reasonably become known, the employee shall attempt to resolve the matter by means of an informal conference with his/her immediate supervisor. The immediate supervisor shall have ten (10) days to resolve or deny the grievance by a written response.

35.8.2 PRESIDENT

35.8.2.1 If the grievance is not resolved to the satisfaction of the grievant by informal discussion, within ten (10) days of response by the immediate supervisor, the grievance shall be stated in writing on the "Statement of Grievance" form and presented to the office of Personnel as an appeal to the College President.

35.8.2.2 The statement shall not be processed if incomplete in any one of the following particulars:

a. The specific section or sections alleged violated.

b. The circumstances or action from which the grievance arises.

c. A concise statement as to how the section(s) was violated.

d. The remedy sought by grievant.

e. Full grievant identification.

f. Copy of the written immediate supervisor response attached.

g. Date or discovery of the circumstances or action.

h. Date of Informal Discussion.

35.8.2.3 If the submitted grievance is rejected due to failure of complete information, grievant shall be allowed five (5) days to amend and complete the grievance form for resubmission. If incomplete after resubmission, no further processing will be taken by District. If not resubmitted within five (5) days, no further processing will be taken by District.

35.8.2.4 The College President or designee shall communicate the decision to the grievant, in writing, within ten (10) days of receipt of appeal.

35.8.2.5 President, designee, or grievant may request a personal conference within the time limits. Any meeting shall be by mutual agreement.

35.8.3 CHANCELLOR

35.8.3.1 If the grievant is not satisfied with the President level decision, he/she may, within ten (10) days, appeal the decision on the "Statement of Grievance Form" to the Chancellor.

35.8.3.2 Such appeal shall include copies of the decisions rendered attached to the Statement Form.

35.8.3.3 The Chancellor or designee shall respond, in writing, a decision to the grievant within twenty (20) days of receipt of grievance.

35.8.3.4 The Chancellor, designee, or grievant may request a personal conference within the time limits. Any meeting shall be by mutual agreeement.

35.8.4 LEVEL III GOVERNING BOARD

35.8.4.1 If the grievant is not satisfied with the decision of the Superintendent, he/she may, within seven (7) days, appeal the decision to the Governing Board.

35.8.4.2 The appeal shall include copies of all levels of appeals and decisions rendered.

35.8.4.3 The Board shall, at its next regular Board meeting, provided the appeal is received at least ten (10) days prior to such meeting, consider the appeal in closed session. Either the Board or grievant may request the grievant's presence at such session.

35.8.4.4 The Board shall, within fifteen (15) days thereafter, communicate in writing its final decision to the grievant.

ARTICLE 36

RETENTION AND DISMISSAL

Refer to Education Code Sections 87660 et. seq.

ARTICLE 37

REDUCTION IN FORCE

Refer to Education Code Sections 87741 et. seq.

ARTICLE 38

DURATION OF CONTRACT

38.0 Unless otherwise indicated herein, this Agreement between the Board and ACE is effective in all its stated terms and conditions effective from July 1, 1985, and shall remain in full force and effect through the close of the workday on June 30, 1988, a duration of 3 year(s) from its effective date. In the event a new agreement is not in effect for the beginning of the workday July 1, 1988, the provisions of this contract shall remain in full force and effect.

38.1 Provisions of the salary schedule and two reopeners shall remain in effect until July 1, 1987. Salary schedule adjustments and one article for each party shall be subject to negotiations commencing April 1, 1987; the results of such negotiations will be effective no sooner than the 1987-88 school year.

38.2 The provisions of the agreement regarding fringe benefits may also be modified by the parties, pursuant to the recommendations of the fringe benefit committee. This committee, consisting of ACE and District appointees, will meet in 1985-1986 with the purpose to continue to develop, on a joint cooperative basis, benefit plan provisions, considering cost containment and maximization of benefits. The committee may not increase District contributions.

FOR THE DISTRICT:

DDS

6-12-85

FOR ACE:

Date: June 12, 1985

Appendix A-1

STATE OF CALIFORNIA
GEORGE DEUKMEJIAN, Governor

PUBLIC EMPLOYMENT RELATIONS BOARD
San Francisco Regional Office
177 Post Street, 9th Floor
San Francisco, California 94108
(415) 557-1350

Type of Election:

WEST VALLEY JOINT COMMUNITY COLLEGE DISTRICT,
Employer,
-and-
ACE (ASSOCIATION OF CERTIFICATED EDUCATORS),
Employee Organization.

Consent Agreement

Case No. SF-R-658

CERTIFICATION OF A REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a majority of the valid ballots were cast for ACE (ASSOCIATION OF CERTIFICATED EDUCATORS), therefore, pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of May 12, 1934 that ACE (ASSOCIATION OF CERTIFICATED EDUCATORS) is the exclusive representative of all employees in the unit set forth below:

(See attached)

Signed at San Francisco, California
On the 15th day of May, 1984

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD

Anita I. Martinez
Regional Director

Shall INCLUDE: All certificated employees, including full and part-time, summer session employees, counselors, nurses, librarians and substitute employees.

Shall EXCLUDE: Superintendent/President, President, Vice-President, Deans, Associate Deans, Assistant Deans, Directors, Student Activities Coordinator, Contract Administrator, Head Nurse, Director of Instructional Design.

Appendix B

WEST VALLEY JOINT COMMUNITY COLLEGE DISTRICT
1985-86 ACADEMIC CALENDAR

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

S	M	T	W	T	F	S	Days Taught FALL	Days Taught SPR
1	2	3	4	5	6	7	4	
8	9	10	11	12	13	14	5	
15	16	17	18	19	20	21	5	
22	23	24	25	26	27	28	10	
29	30						5	

October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January

S	M	T	W	T	F	S	Days Taught FALL	Days Taught SPR
			1	2	3	4	10	
5	6	7	8	9	10	11	15	1
12	13	14	15	16	17	18	9	5
19	20	21	22	23	24	25	10	5
26	27	28	29	30	31		7	5

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

S	M	T	W	T	F	S	Days Taught FALL	Days Taught SPR
				1	2	3		6
4	5	6	7	8	9	10		20
11	12	13	14	15	16	17		19
18	19	20	21	22	23	24		14
25	26	27	28	29	30	31		8
								1

Holidays ○ Instruction Begins ☐
Final Exam Days ▭ Census Days ⧄

	FALL	SPR
Instruction Days	81	84
Final Exams	5	5
Semester Totals	86	89
Total	175	

Summer Session

May 30 & June 12	Registration
June 3 & 17	Instruction Begins
July 4	Independence Day Holiday
June 28 & July 26	Last Day of Summer Session
July 1 & 29	All Grades Due

Saturday Holidays

Nov 30	Thanksgiving
March 29	Spring Break

Fall Semester

Aug 19	Instruction Begins
Sept 2	Labor Day Holidays
Sept 6	Last Day to Add Classes
Sept 9	First Census Day
Oct 28	Second Census Day
Nov 11	Veteran's Day Holiday
Nov 22	Last Day to Drop Classes
Nov 28, 29	Thanksgiving Holidays
Dec 16-20	Final Exam Period
Dec 25	Christmas Day
Dec 31	ALL GRADES DUE
Jan 1	New Year's Day

Spring Semester

Jan 10	Instruction Begins
Jan 31	Last Day to Add classes
Feb 3	First Census Day
Feb 14	Lincoln Day Holiday
Feb 17	Washington Day Holiday
Mar 17	Second Census Day
Mar 24-28	Spring Break
Apr 25	Last Day to Drop classes
May 19-23	Final Exam Period
May 22	WVC Commencement
May 23	MC Commencement
May 26	Memorial Day Holiday
May 30	ALL GRADES DUE

Appendix C

ADOPTED 6/6/85
EFFECTIVE 7/1/85

Office of Personnel Services
WEST VALLEY JOINT COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue
Saratoga, CA 95070

1985-86 CERTIFICATED SALARY SCHEDULE

STEP	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
	Less than Master's Degree	Master's Degree	M A + 15 Units	M A + 30 Units	M A + 60 Units	Doctorate
1	19,749	21,718	22,706	23,699	25,080	25,871
2	20,933	22,908	23,894	24,880	26,263	27,054
3	22,118	24,092	25,277	26,064	27,450	28,437
4	23,502	25,474	26,459	27,450	28,829	29,620
5	24,684	26,657	27,644	28,634	30,018	30,807
6	25,871	27,843	28,829	29,819	31,205	31,968
7		29,226	30,018	31,205	32,388	33,374
8		30,410	31,398	32,385	33,765	34,552
9		31,594	32,583	33,570	34,951	35,744
10		32,784	33,765	34,755	36,139	36,928
11		33,963	35,151	36,139	37,519	38,313
12		35,349	36,340	37,322	39,419	40,225
15*				(38,442)	(40,601)	(41,431)
18*				(39,595)	(41,785)	(42,641)
21*					(43,037)	(43,849)
24*					(44,151)	(45,051)

*Steps in Parenthesis Indicate Professional Growth and Development Increments

ADOPTED 6/6/85
EFFECTIVE 7/1/85

Office of Personnel Services
WEST VALLEY JOINT COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue
Saratoga, CA 95070

1985-86 HOURLY CERTIFICATED SALARY SCHEDULE

	CLASS A	CLASS B*	CLASS C	CLASS D	CLASS E
Step	Lecture	Lecture/ Laboratory	Laboratory	Counselor	Librarian
1	$26.02	$25.03	$23.92	$23.92	$22.05
2	27.01	25.69	24.70	24.70	22.82
3	28.11	26.24	25.14	25.14	23.37
4	29.33	26.90	25.80	25.80	24.14
5	30.10	27.56	26.46	26.46	25.03
6	31.64	28.33	27.01	27.01	25.80
7	32.63	28.67	27.67	27.67	26.46
8	33.62	29.01	28.33	28.33	27.12

*Class B also used for non credit ADA generating classes

ERIC Clearinghouse for
Junior Colleges AUG 26 1988